

University Medical Center of Southern Nevada

CONFIRMATION FORM for RECEIPT OF RFP NO. 2018-03 – Enterprise Janitorial Services

If you are interested in this invitation, immediately upon receipt please email or fax this Confirmation Form to the contact provided at the bottom of this page.

Failure to do so means you are not interested in the project and do not want any associated addenda sent to you.

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

PROJECT NO. RFP NO. 2018-03

DESCRIPTION: ENTERPRISE JANITORIAL SERVICES

VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name:_____

Company Address:_____

City / State / Zip:_____

Name / Title:_____

Area Code/Phone Number:_____

Area Code/Fax Number:_____

Email Address:_____

EMAIL THIS FORM TO: Ashley.Kordestani@umcsn.com
OR FAX TO: (702) 383-2609
TYPE or PRINT CLEARLY

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

REQUEST FOR PROPOSAL

**RFP NO. 2018-03
ENTERPRISE JANITORIAL SERVICES**

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
REQUEST FOR PROPOSAL
RFP NO. 2018-03
ENTERPRISE JANITORIAL SERVICES**

UMC is soliciting proposals from qualified vendors in order to identify a superior proposer that can provide janitorial services at its Enterprise Healthcare Building as further described herein.

The RFP package is available as follows:

- Pick up – University Medical Center, Delta Point Building, 901 Rancho Lane, 2nd Floor, Suite 265, Las Vegas, Nevada 89106. Attn: Ashley Kordestani, Contracts Specialist
- By Electronic Mail or Mail – Please email a request to Contracts Management at Ashley.Kordestani@umcsn.com or call (702) 207-8868. Specify the project number and description, and be sure to include your company name, contact name, mailing address, phone and fax numbers, and email address.
- Internet – Visit the Clark County website at <http://www.clarkcountynv.gov/administrative-services/purchasing/Pages/listings.aspx>. Click on “Current Opportunities”, scroll to the bottom for UMC’s Opportunities and locate the appropriate document in the list of current solicitations.

A **MANDATORY** Pre-Proposal Site Walk will be held on **Wednesday, May 2, 2018 at 10:00 a.m.** at the Enterprise Healthcare Building, located at 1700 Wheeler Peak Drive, Las Vegas, NV 89106. Please enter the main lobby and wait for representatives from UMC to start the site walk, which will begin promptly at 10 a.m.

Proposals will be accepted by UMC's Contracts Management department, located in the Delta Point building, 901 Rancho Lane, Suite 265, Las Vegas, Nevada 89106, on or before Wednesday, May 16, 2018, at 2:00:00 p.m., based on the time clock at the UMC Contracts Management front desk. Proposals time-stamped after 2:00:00 p.m. will be recorded as late, remain unopened, and be formally rejected. For specific delivery instructions, see Item 8 (Submittal Requirements) in the General Conditions section of this document.

PUBLISHED:
Las Vegas Review-Journal
Sunday, April 22, 2018

GENERAL CONDITIONS
RFP NO. 2018-03
ENTERPRISE JANITORIAL SERVICES

1. **TERMS**

The term "OWNER" or "UMC", as used throughout this document, will mean University Medical Center of Southern Nevada. The term "GB" as used throughout this document will mean the Governing Board which is the Governing Body of OWNER. The term "PROPOSER" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal.

2. **INTENT**

OWNER is soliciting proposals for janitorial services for its Enterprise Healthcare Building, located at 1700 Wheeler Peak Drive, Las Vegas, Nevada 89106, which comprises approximately 22,036 total square feet including common areas.

3. **SCOPE OF PROJECT**

See **Exhibit A** for detailed Scope of Work and Technical Specifications.

Expectations of Business Partner

UMC strives to provide exemplary service to its patients. UMC therefore has high expectations of its business partners. It is expected that the business partner will provide quality products and services at the lowest price available in the market, but just as important is the expectation that these products and services are provided in a manner that exhibits the highest level of ethics and professionalism. It is expected that, as a result of this relationship, the business partner will work with UMC to ensure that the Agreement remains competitive with continual review of market conditions.

4. **DESIGNATED CONTACT**

OWNER's representative for this RFP is Ashley Kordestani, Contracts Specialist. All questions regarding this RFP, including the selection process, must be directed to Ashley at (702) 207-8868 or Ashley.Kordestani@umcsn.com.

5. **CONTACT WITH OWNER DURING RFP PROCESS**

Communication between a PROPOSER and a member of the GB or between a PROPOSER and a non-designated OWNER contact regarding the selection of a proponent or award of this Agreement is prohibited from the time the RFP is advertised until the Agreement is awarded by OWNER's governing body or authorized representative. Questions pertaining to this RFP shall be addressed to the designated contact specified in Item 4 above. Failure of a PROPOSER, or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

6. **TENTATIVE DATES AND SCHEDULE**

RFP Published in Las Vegas Review-Journal	Sunday, April 22, 2018
MANDATORY Pre-proposal Meeting and Site Walk	May 2, 2018 at 10 a.m.
Final Date to Submit Questions	Friday, May 4, 2018
Last Day for Addendums	Friday, May 11, 2018
RFP Responses Due (2:00 p.m. PST)	Wednesday, May 16, 2018
RFP Evaluations	May 17 - 31, 2018
Finalists Selection	June 1, 2018
Finalists Oral Presentations (if required)	Week of June 4, 2018
Final Selection & Agreement Negotiations	June 15, 2018
Award & Approval of the Final Agreement	Mid-Late June, 2018

7. **METHOD OF EVALUATION AND AWARD**

This RFP is in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments.

The proposals may be reviewed individually by staff members through an ad hoc committee. OWNER may request finalists to provide a presentation and/or oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation of award. OWNER reserves the right to award the Agreement based on objective and/or subjective evaluation criteria. This Agreement will be awarded on the basis of the proposal OWNER deems best suited to fulfill the requirements of the RFP. OWNER also reserves the right to not make an award if it is deemed that no single proposal fully meets the requirement of this RFP.

OWNER's mission is to provide the highest quality of care to its patients. For continuity of care and other reasons, OWNER will enter into an exclusive Agreement for the services requested herein.

A copy of the Agreement is attached hereto and incorporated by reference herein as **Exhibit B**. Note that the standard terms and conditions listed in the Agreement are NON-NEGOTIABLE. However OWNER, at its discretion, may add additional terms and conditions to the Agreement if deemed necessary for the service to be provided. PLEASE NOTE: The May 2 pre-proposal site walk is MANDATORY and proposals submitted from proposers who did

not attend will be rejected and returned unopened.

8. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 50 pages (not counting attached Exhibits and Attachments). Other attachments may be included with no guarantee of review.

All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by Evaluation Criteria Section to correspond with the evaluation criteria requested in Section 18. The ideal proposal will be 3-hole punched and bound with a binder clip. Binders or spiral binding is not necessary.

PROPOSER shall submit one (1) clearly labeled "Original" and five (5) copies of its proposal. The name of PROPOSER's firm shall be indicated on the cover of each proposal. **Additionally, PROPOSER shall submit one (1) electronic copy in PDF or MS Word format on a CD.**

All proposals must be submitted in a sealed envelope plainly marked with the name and address of PROPOSER and the RFP number and title. No responsibility will attach to OWNER or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. FAXED OR EMAILED PROPOSALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

The following are detailed delivery/mailling instructions for proposals:

Hand Delivery

University Medical Center
Delta Point Building
Attn: Contracts Management
901 Rancho Lane, Suite 265
Las Vegas, Nevada 89106

RFP No. 2018-03
Enterprise Janitorial Services

U.S. Mail Delivery

University Medical Center
Attn: Contracts Management
1800 West Charleston Blvd
Las Vegas, Nevada 89102

RFP No. 2018-03
Enterprise Janitorial Services

Express Delivery

University Medical Center
Delta Point Building
Attn: Contracts Management
901 Rancho Lane, Suite 265
Las Vegas, Nevada 89106

RFP No. 2018-03
Enterprise Janitorial Services

Regardless of the method used for delivery, PROPOSER(S) shall be wholly responsible for the timely delivery of submitted proposals.

Proposals are time-stamped upon receipt. Proposals submitted must be time-stamped no later than 2:00:00 p.m. PST on the RFP opening date. RFPs time-stamped after 2:00:00 p.m. PST, based on the time clock at the UMC Contracts Management front desk will be recorded as late, remain unopened and be formally rejected.

9. WITHDRAWAL OF PROPOSAL

PROPOSER(S) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to OWNER's representative in writing. Proposals must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

No proposal may be withdrawn for a period of 180 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. PROPOSER's offer will expire after 180 calendar days.

If a PROPOSER intended for award withdraws its proposal, that PROPOSER may be deemed non-responsible if responding to future solicitations.

10. REJECTION OF PROPOSAL

OWNER reserves the right to reject any and all proposals received by reason of this request.

11. PROPOSAL COSTS

There shall be no obligation for OWNER to compensate PROPOSER(S) for any costs of responding to this RFP.

12. ALTERNATE PROPOSALS

Alternate proposals are defined as those that do not meet the requirements of this RFP. Alternate proposals will not be considered.

13. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFP, a written Addendum will be issued in written form from OWNER's representative. OWNER is not bound by any specifications by OWNER's employees, unless such clarification or change is provided to PROPOSERS in written Addendum form from OWNER's representative.

14. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Proposals must contain sufficient information to be evaluated and an Agreement written without reference to any confidential or proprietary information. PROPOSER shall not include any information in their proposal that they would not want to be released to the public. Any proposal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to PROPOSER and will not be considered for award.

15. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.165 evidence of agreement or collusion among PROPOSERS and prospective PROPOSERS acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such PROPOSER(S) void.

Advance disclosures of any information to any particular PROPOSER(S) which gives that particular PROPOSER any advantage over any other interested PROPOSER(S), in advance of the opening of proposals, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all proposals received in response to that particular request for proposals.

16. CLARK COUNTY BUSINESS LICENSE / REGISTRATION

Prior to award of this RFP, the successful PROPOSER may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

a. Clark County Business License is Required if:

1. A business is physically located in unincorporated Clark County, Nevada.
2. The work to be performed is located in unincorporated Clark County, Nevada.

b. Register as a Limited Vendor Business Registration if:

1. A business is physically located outside of unincorporated Clark County, Nevada
2. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or via telephone at (702) 455-4252 or toll free at (800) 328-4813.

You may also obtain information on line regarding Clark County Business Licenses by visiting the website at www.clarkcountynv.gov , go to "Business License Department" (http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx).

17. CONTRACT

OWNER's Agreement is attached for your review (Exhibit B). The terms in the Agreement shall apply, and OWNER and Successful PROPOSER will be required to sign the Agreement. Any proposed modifications to the terms and conditions of the Agreement will not be accepted and may cause PROPOSER to be disqualified from consideration.

SUCCESSFUL PRPOSER shall maintain the confidentiality of any information relating to participants, UMC Employees, or third parties, in accordance with any applicable laws and regulations, including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). OWNER's Business Associate Agreement (included as Exhibit F in the Agreement) will also be required to be executed by the SUCCESSFUL PROPOSER and will be included in the final contract as an exhibit.

Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, and recognizing the constraints inherent in public RFP processes, OWNER reserves the right to request modification at any time to the scope, frequency, estimated quantities or the timing of SUCCESSFUL PROPOSER'S obligations under the Agreement, in whatever manner OWNER determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Both parties agree that, should any modifications to the Agreement be made during the contract term, a written amendment detailing those elements shall be executed by SUCCESSFUL PROPOSER and OWNER's Chief Executive Officer or his/her designee.

18. EVALUATION CRITERIA

Proposal evaluation will be based upon your responses to the items requested below. Answers must meet the requirements identified throughout this RFP document, including the Scope of Work (**Exhibit A**). **All questions are to be answered in the order they appear below and must be noted with the identifying letter and number.** If answers/documentation is lacking for any of the item(s) in a Section below, it will be assumed the respondent is unable to fulfill the requirement for that particular item(s) or Section(s) and may result in disqualification.

A. **Cover Letter**

The first page of the Proposal submittal shall contain a statement that declares all information provided therein does not include any Confidential Proprietary and/or Private information as identified in Section 14 of this General Conditions section. It must also identify that the statement supersedes and nullifies any page in the Proposal that may be marked as Confidential, Proprietary, and/or Private and acknowledge that the Proposal will become Public Information upon award. The statement must be signed by the PROPOSER's Authorized Representative. Failure to provide such declaration may be deemed as ground for return of the unread proposal.

B. **Organizational Information**

1. Provide your organization's name, address, internet URL (if any), telephone and fax numbers. Include the name, title, direct phone number and address, and E-mail address of the individual who will serve as your

organization's primary contact. For clarification, please provide the address of PROPOSER'S principal office and the address(es) – if any – of PROPOSER'S other offices/locations within the United States.

2. Provide the number of years your company has been in business.
3. Provide a brief description of your organization locally, statewide and nationally (if applicable).
4. Describe your organization's history and structure including partner companies and subsidiary relationships.
5. Briefly outline your organization's Mission, Values, and Vision for the future.
6. PROPOSER may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, or a Nevada business enterprise.
7. List all firm demographics including:
 - a. Total number of employees;
 - b. Total number of women and minorities employed; and
 - c. Total number of bilingual employees; indicate language(s) spoken.

C. General Information

1. List any contract or subcontract held by PROPOSER or officers of PROPOSER that have been terminated for cause within the last five (5) years.
2. List any claims arising from a contract which resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and outcome.
3. Describe PROPOSER'S process to measure performance and quality of its staff.
4. Describe PROPOSER'S process for measuring customer satisfaction.
5. List any factor(s) known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this RFP or that could materially affect OWNER's decision.
6. Has your company ever been sued for breach of contract, regardless of disposition, including workers' compensation claims involving serious bodily injury or death?
7. Please acknowledge that PROPOSER will comply with each of the following requirements:
 - a. Successful PROPOSER, upon request of OWNER, will submit a copy of its Certificate of Insurance and Endorsement Page listing OWNER as Additional Insured as outlined in Exhibit B (Insurance Information) of the Sample Agreement attached hereto.
 - b. If applicable, PROPOSER must complete and submit the attached Affidavit (only required for Sole Proprietor's) with its proposal as described in Attachment B-1 of the Sample Agreement attached hereto.
 - c. If applicable, PROPOSER must complete and submit the attached Subcontractor Information form with its proposal as included in **Exhibit C** of the Sample Agreement attached hereto.
 - d. PROPOSER must complete and submit the attached Disclosure of Ownership/Principals form with its proposal as included in **Exhibit D** of the Sample Agreement attached hereto.
 - e. PROPOSER must complete and submit the attached Disclosure of Relationship form with its proposal as included in **Exhibit E** of the Sample Agreement attached hereto.
 - f. PROPOSER must complete and submit the attached Business Associate Agreement with its proposal as included in **Exhibit F** of the Sample Agreement attached hereto.
 - g. PROPOSER must include a copy of its current applicable Clark County Business License.
 - h. PROPOSER must review the attached I-66 Policy as included in **Exhibit A-3** in this RFP document, as may be amended from time to time.

D. Executive Summary

This Section shall serve to provide OWNER with the key elements and unique features of the proposal by briefly describing how PROPOSER will accomplish the project. Include detail about how often physical inventories will be conducted for cleaning supplies and equipment.

E. Frequency and Type of Service

PROPOSER must include a copy of the table included as **Exhibit A-1** (Detailed Requirements/Monthly Inspection List) of this RFP document. PROPOSER must initial (or sign) each box under Service Area and Frequency of Service to acknowledge it understands the expectations of the work to be performed under this RFP.

F. Experience

1. The Enterprise Healthcare Facility is a high-volume (200 patients per day for all tenants), joint-use medical facility. PROPOSER **MUST** have experience in similar facilities with the above-stated traffic level or higher. Include a brief resume of all similar projects your firm has performed for the past 3-5 years, comparable to OWNER's size and complexity. Each project listed shall include the name and phone number of a contact person for the project for review/reference-checking purposes. This section shall include documentation of PROPOSER's history of adherence to budget and schedule constraints. All firms are encouraged to indicate experience performing related work within the State of Nevada, particularly in healthcare environments. Franchised PROPOSERS should present documented references of their history and experience of the franchisee in meeting the experience requirements of this section.
2. Document your organization's credentials, experience, and involvement in the healthcare industry.
3. List all professional and/or healthcare industry associations PROPOSER is a member of.
4. Detail your experience working with other large Medical Centers and/or Healthcare Systems.
5. Since this is a healthcare environment, PROPOSER'S employees must be trained in "Terminal Cleaning" practices to control the spread of infection. Terminal Cleaning requires staff to wear Personal Protective Equipment (PPE); such as disposable gowns, gloves, hats, shoe covers, masks; in order to clean an entire room from top to bottom, including all equipment and the curtains, with ten percent (10%) bleach solution after exposed to a terminal outbreak. Detail your experience as it relates to infection control and terminal cleaning.
6. Provide a complete list of proposed cleaning supplies, including equipment, that you anticipate would be required for this project in accordance with the requirements listed in **Exhibit A** of this RFP document (Scope of Work).
7. Describe your methodology for cleaning supply management and proper use and storage. Include any pertinent information related to access and other safety precautions.
8. Document your organization's experience in handling bio-hazardous material and medical waste. Include information about your methodology for chemical/bio-hazard spills and disaster recovery.
9. Describe your methodology for training staff, specifically as it relates to a healthcare environment.
10. Are your company's quality standards in compliance with ATP, Hand Hygiene?
11. Has your company ever failed a Joint Commission, Title 22, OSHA, DEH or cleaning standards inspection? If so, please state when and describe in detail the outcome. What did your company learn and what changes were made to prevent subsequent failures?
12. Provide a list of up to three (3) client references, preferably of similar size and complexity of OWNER, and located in Nevada. Include company name, key contact(s) name, contact phone number and contact email address. If Nevada references are not available, present five (5) client references located in the Western U.S. comparable in size to OWNER. References may be from current or prior clients. References will be used as a basis for inquiry concerning PROPOSER's quality of service.

G. Staff Qualifications and Availability

PROPOSER(S) need not indicate the actual names of employees when submitting resumes. Fictitious names or numbers may be used (e.g. employee #1). However, if selected as a finalist, PROPOSER(S) must disclose actual employee names matching the resumes submitted to OWNER upon verbal request to be used in performing background verifications. The successful PROPOSER(S) shall not change proposed project personnel for which a resume is submitted without OWNER approval.

1. Provide information concerning the education background and experience of the person(s) who will be considered OWNER's Account Executive Representative. This representative shall be required to oversee and coordinate all the activities of the service and to promptly resolve any problems inherent thereto.
2. Provide information concerning the educational background and experience of those persons who would actually perform work on the project and the day-to-day operations. Specify which of those persons would fill the role of Day Porter as required in the Scope of Work. Identify if those persons presently reside in

Clark County, Nevada or elsewhere. Indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet UMC's needs.

3. Provide information concerning backup/contingency staff (i.e., if a regular PROPOSER staff member is not available to work, how will PROPOSER ensure UMC's requirements and needs are met.

H. Compliance with OWNER's Agreement

OWNER's Agreement is attached for your review (**Exhibit B**). The terms in the Agreement – including all attachments and exhibits thereto – shall apply, and OWNER and Successful PROPOSER will be required to sign the Agreement. The Scope of Work included as Exhibit A and Price Sheet in this RFP document will also be included as Exhibits to the Agreement with SUCCESSFUL PROPOSER. Any proposed modifications to the terms and conditions of the Agreement will not be accepted and may cause PROPOSER to be disqualified from consideration.

OWNER's Business Associate Agreement (included as **Exhibit F** in the Sample Agreement) will be required to be executed by the successful PROPOSER.

I. Pricing

PROPOSER must complete and include the Price Sheet on the following page with its response. All pricing shall be in accordance with the conditions and specifications in this RFP Document.

RFP 2018-03 ENTERPRISE JANITORIAL SERVICES

PRICE SHEET*

All pricing shall be in accordance with the conditions and specifications in the RFP Document.

*Please see Section A ("Overview and Location") in the Scope of Work for this RFP for a further breakdown of the space.

DESCRIPTION (Pod Breakdown Cost)	RATE Per Square Foot		TOTAL Square Feet		Per Month	MONTHLY Total Cost		Per Year	ANNUAL Total Cost
Pod 1 UMC Physicals	\$	X	6,116.50	X	1	\$	X	12	\$
Pod 2 Nevada Health Center	\$	X	3,364.50	X	1	\$	X	12	\$
Pod 3 Nevada Health Centers WIC	\$	X	2,544.50	X	1	\$	X	12	\$
Pod 4 UMC Quick Care	\$	X	5,305.50	X	1	\$	X	12	\$
						COMBINED MONTHLY Total Cost (Pod 1 + Pod 2 + Pod 3 + Pod 4)			\$
						COMBINED ANNUAL Total Cost (Pod 1 + Pod 2 + Pod 3 + Pod 4)			\$

**EXHIBIT A
SCOPE OF WORK**

A. OVERVIEW AND LOCATION:

UMC is seeking a vendor to provide janitorial services at its Enterprise Healthcare Building, located at 1700 Wheeler Peak Drive, Las Vegas, Nevada 89106. The building comprises approximately 22,036 total square feet, including common areas. UMC administers the property for Clark County and occupies roughly 11,437 square feet in the building. Other tenant(s) occupy the balance (Pods) and each share in the Common Area cost of maintenance.

Pod 1 – UMC Physicals: 5,485 sq ft + 631.50 sq ft Common Area (6,116.50 total sq ft)

Pod 2 – Nevada Health Center: 2,733 sq ft + 631.5 sq ft Common Area (3,364.50 total sq ft)

Pod 3 – Nevada Health Centers WIC: 1,913 sq ft + 631.50 sq ft Common Area (2,544.50 total sq ft)

Pod 4 – UMC Quick Care: 4,674 sq ft + 631.50 sq ft Common Area (5,305.50 total sq ft)

Lobby/Common Area – 2,526 sq ft (equally divided among the four pods at 631.50 sq ft each)

B. DELIVERY OF SERVICE

The cleaning specifications are based on seven (7) nights per week and include a daily onsite porter Monday – Friday as further described below.

Service is provided for Pods 1-4 (and Common Areas) only. The Dental Clinic on the drawing at the end of this Scope of Work is not included in this Bid.

SUCCESSFUL PROPOSER will bill each tenant directly based on each tenant's respective square footage as provided in Section A above. In the event any Pod(s) become vacant, SUCCESSFUL PROPOSER shall incorporate that Pod's Common Area into UMC's total square footage and bill accordingly. The other tenants are not responsible for the vacant Pod of any payment due.

UMC IS NOT RESPONSIBLE FOR THE COLLECTION OF PAYMENT FROM THE OTHER TENANTS OF THE BUILDING. PAYMENT MUST BE COLLECTED DIRECTLY FROM TENANT OCCUPYING EACH INDIVIDUAL POD.

C. INVOICING

This Agreement may represent the requirements from numerous Enterprise Healthcare Building Departments (Tenant/Pods). Each individual Tenant/Pod will issue individual Purchase Orders dictating contact information and any additional invoicing requirements. All Purchase Orders sent to SUCCESSFUL PROPOSER will identify the department or Pod for which supplies and services are required and list the location where associated invoices shall be sent.

SUCCESSFUL PROPOSER shall comply with the invoice requirements contained in the sample Service Agreement attached to this RFP document. SUCCESSFUL PROPOSER shall be aware that per NRS 244.250, UMC is precluded from payment of invoices submitted beyond six (6) months from the date SUCCESSFUL BIDDER performs the services. The first month shall be prorated, if applicable.

If a Pod becomes vacant and cleaning is no longer required during any period of the contract term, that Pod will temporarily be removed from the contract and cleaning requirements shall be suspended without penalties to no longer invoice.

D. WORKING HOURS/OVERTIME

The normal business day for the Enterprise Healthcare Building employees varies. At UMC's discretion, seasonal adjustments in the hours of the normal business day may be made.

All work necessary to be performed after regular working hours, on weekends or legal holidays, shall be performed without additional expense to UMC. No additional monies will be provided for call-out or call-back services.

SUCCESSFUL PROPOSER shall pay overtime for of all UMC's agents and employees who, as a result of SUCCESSFUL PROPOSER'S operation, are required to perform inspection, surveying or testing beyond the normal hours, as specified above, and during legal holidays of UMC. Should SUCCESSFUL PROPOSER elect to work on a holiday, and need UMC to inspect, SUCCESSFUL PROPOSER shall prearrange inspection by written request at least forty-eight (48) hours in advance.

SUCCESSFUL PROPOSER shall not be required to pay for the overtime of UMC's agents and employees if such hours are required by the work of CONTRACT.

E. HOURS OF SERVICE

I. Normal business hours for SUCCESSFUL PROPOSER'S Service Station (Day Porter, as further described below) shall include, at minimum, Monday through Friday, 6:00 a.m. to 2:30 p.m. PST.

II. Individual Tenant/Pod Hours of Operation are as follows:

Pod 1 – UMC Physicals: 7:00 A.M to 7:00 P.M. Monday, Wednesday, Thursday; and 7:00 A.M. to 11:00 P.M. Tuesday and Friday

Pod 2 – Nevada Health Center: 7:00 A.M to 4:30 P.M. Monday – Friday

Pod 3 – Nevada Health Centers WIC: 7:30 A.M to 4:30 P.M. Monday - Friday

Pod 4 – UMC Quick Care: 8:00 A.M to 6:30 P.M. Monday - Sunday

F. DAY PORTER SERVICES

SUCCESSFUL PROPOSER will provide personalized day porter services, at the direction of the Building Manager or other UMC delegate, five (5) days per week, Monday through Friday between 6:00 a.m. and 2:30 p.m. Currently, this requirement is staffed with a single individual. While the day porter may be assigned cleaning duties as determined by the contractor, the primary purpose of this position is to address any immediate cleaning needs of the tenants. The day porter must be onsite during the times specified in this section.

G. STAFFING

SUCCESSFUL PROPOSER must ensure that, in addition to the Day Porter Services listed in Item E above, it has additional adequate staff to meet the requirements of this agreement. If UMC determines that SUCCESSFUL PROPOSER does not have adequate staff to meet its needs under this contract, UMC may terminate the agreement.

H. DELIVERABLES

SUCCESSFUL PROPOSER will provide all necessary labor, materials, equipment, supplies, and other costs associated with a cleaning service. This will include providing all paper, plastic and soap products necessary to maintain normal conditions of a medical office building, such as but not limited to:

- Mops, buckets, dusters, vacuum.
 - Note: SUCCESSFUL PROPOSER must provide separate mops and buckets for each type of area to be cleaned (offices, restrooms, common areas, etc.)
- Personal protective equipment (gloves, goggles, mask, etc.)
- Garbage bags
- Paper towels [Current usage is approximately ten rolls for the automatic machines and five cases (16 packets per case) folding paper towel packets for the manual dispensers per month]
- Cleaning supplies (Note: ALL cleaning supplies used by SUCCESSFUL PROPOSER must be suitable for use in a clinical environment and must be approved in writing by UMC.)
 - Assorted disinfectants, cleaners and deodorizers (i.e. soap and water, 0.5% chlorine or 1% phenol, Action D, etc.)
 - Assorted degreasers
 - Glass cleaner
 - Metal sheen/stainless steel cleaner
 - Tile cleaner/floor wax/floor finish/polish/sealer

UMC will supply the red biohazard bags. SUCCESSFUL PROPOSER is responsible for cleaning and properly disposing of the biohazard material. SUCCESSFUL PROPOSER warrants that it has experience handling biohazardous material.

Additional or alternative materials may be necessary to complete the services required. SUCCESSFUL PROPOSER shall use its experience and best judgment to determine the types of supplies and materials needed to complete all required work; however, any and all such products must be approved in writing by UMC.

UMC shall purchase all sanitizer and soap for Pods 1 (UMC Quick Care) and Pods 4 (UMC Occupational Medicine Clinic). SUCCESSFUL PROPOSER is responsible for refilling the sanitizer and soap dispensers. SUCCESSFUL PROPOSER is responsible for the purchase, stocking and refilling of sanitizer and soap for all other Pods/Tenants, unless otherwise informed from other Pods/Tenants.

I. COMMUNICATION LOG

SUCCESSFUL PROPOSER will keep current, on the building site a communications log book, for any special requests. SUCCESSFUL PROPOSER will exercise due diligence to respond to all reasonable special requests and complaints the same day. Complex special requests or complaints shall be addressed within twenty-four (24) hours.

J. MONTHLY INSPECTIONS

SUCCESSFUL PROPOSER will be required to do a monthly walkthrough of the facility with a UMC representative to inspect Pod 1, Pod 4, the common areas and the outside areas to ensure that the work required is completed and satisfactory. Any items that are deemed not satisfactory by the UMC representative will need to be remedied at SUCCESSFUL PROPOSER'S time and expense within 24 hours. If not corrected and/or found not completed or unsatisfactory the following month, corrective action, including potential termination of the contract, may be taken.

During the inspections a "Housekeeping Quality Assurance Inspection Form," will be filled out and discussed with SUCCESSFUL PROPOSER, if necessary. This Form will take the same format as the table included as Exhibit A-1. SUCCESSFUL PROPOSER and/or UMC shall write in any comments and both parties will sign the document. These reports and inspections will be kept on file and utilized to monitor the performance of SUCCESSFUL PROPOSER.

If performance concerns arise, UMC reserves the right to conduct daily inspections to address corrective actions.

K. STORAGE OF MATERIALS

SUCCESSFUL PROPOSER is responsible for the proper storage of any supplies and materials. UMC is not responsible for loss or damage to materials arising from acts of theft, vandalism, malicious mischief or other causes. A janitorial closet with mop sink and storage is provided onsite. SUCCESSFUL PROPOSER must ensure storage area is kept clean and that all items are properly stored (i.e., keeping dirty materials away from clean, etc.).

L. CLEANING UP

SUCCESSFUL PROPOSER shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, SUCCESSFUL PROPOSER shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before payment is made, SUCCESSFUL PROPOSER shall, at its expense, satisfactorily dispose of all plant, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and SUCCESSFUL PROPOSER shall leave the premises and worksite in a neat, clean and safe condition. In the event SUCCESSFUL PROPOSER fails to comply with the foregoing, UMC may accomplish the same at SUCCESSFUL PROPOSER'S expense.

M. POST AWARD WALK-THROUGH

Prior to the start of CONTRACT, UMC will conduct a mandatory walkthrough of the facility followed by a kick-off meeting with SUCCESSFUL PROPOSER. The purpose of the walkthrough and kick-off meeting is to address any questions or concerns of SUCCESSFUL PROPOSER.

N. ENGLISH SPEAKING REPRESENTATIVE

UMC requires SUCCESSFUL PROPOSER have one person capable of clear verbal and written communication in the English language onsite at all times during the hours service is required. Failure to meet this requirement shall constitute a breach of contract and may result in the termination.

O. LABOR

SUCCESSFUL PROPOSER and all subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination. All work necessary to be performed after regular working hours on weekends or legal holidays, shall be performed without additional expense to UMC.

P. REMOVAL OF EMPLOYEE

UMC reserves the right to request removal of any SUCCESSFUL PROPOSER'S employee(s) upon submitting proper justification, should such action be considered necessary to the best interests of UMC. Such removal shall not interfere with SUCCESSFUL PROPOSER'S continuous and uninterrupted service to UMC in any way.

Q. FURNISHING SUPERVISION OF EMPLOYEES

SUCCESSFUL PROPOSER shall furnish, at SUCCESSFUL PROPOSER'S expense, the supervision required to ensure the necessary management of his personnel, and the functions involved in the specifications.

R. SAFETY REQUIREMENTS

The safety of SUCCESSFUL PROPOSER'S employees or representatives and others in or around the area of work performed is the responsibility of SUCCESSFUL PROPOSER. SUCCESSFUL PROPOSER, its employees and its representatives shall comply with the current 29 CFR 1910 OSHA General Industry Regulations. UMC will accept no responsibility or liability as a result of improper installation or workmanship. The immediate area, as well as equipment being maintained, will be clean and clear of safety hazards. Any hazard noticed by servicing personnel shall be immediately reported verbally, followed by a written statement to UMC'S representative. If barricades are needed to ensure safety, SUCCESSFUL PROPOSER shall provide them at no cost to UMC.

S. RESPONSIBILITY FOR WORK SECURITY

- I. SUCCESSFUL PROPOSER shall at all times conduct all operations under this agreement in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any property. SUCCESSFUL PROPOSER shall promptly take all reasonable precautions, which are necessary and adequate against any conditions, which involve a risk of loss, theft or damage to its property, UMC'S property, and work areas. SUCCESSFUL PROPOSER shall continuously inspect all its work, materials, and equipment facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.
- II. SUCCESSFUL PROPOSER shall comply with all applicable laws and regulations. SUCCESSFUL PROPOSER shall cooperate with UMC on all security matters and shall promptly comply with any project security requirements established by UMC. Such compliance with these security requirements shall not relieve SUCCESSFUL PROPOSER of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner SUCCESSFUL PROPOSER'S obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- III. SUCCESSFUL PROPOSER shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to UMC in a timely manner.

T. PROHIBITED ACTIVITIES WHILE ON UMC'S PROPERTIES

The activities prohibited by SUCCESSFUL PROPOSER'S employees during performance of services include but are not limited to the following: using UMC'S property and equipment (coffee pots, microwaves, radios, televisions, VCR's, refrigerators, calculators, computers, printers, fax machines, copy machines, etc.); eating UMC employees' food from the break rooms or elsewhere; placing personal or business, long distance and directory assistance phone calls from UMC telephones. Being under the influence of or use of alcohol or drugs while on UMC'S property is prohibited.

U. KEYS / ACCESS CARDS

SUCCESSFUL PROPOSER shall have full responsibility for protection of all keys / access cards furnished to SUCCESSFUL PROPOSER or SUCCESSFUL PROPOSER'S employees. SUCCESSFUL PROPOSER shall also be responsible for ensuring that UMC'S facilities are properly secured upon completion of performance of service, if such action is directed by UMC'S representative. SUCCESSFUL PROPOSER shall be required to sign UMC'S form before the key(s) / access card (s) are issued and upon completion of CONTRACT or at UMC'S request shall surrender key(s)/ access card(s) and obtain documentation of compliance. Should SUCCESSFUL PROPOSER fail to surrender all keys / access cards upon completion or termination of CONTRACT, SUCCESSFUL PRPOSER shall be responsible for all costs associated with replacing these items. SUCCESSFUL PROPOSER is not permitted to make copies of the main key; however, SUCCESSFUL PROPOSER is permitted to make copies of the key needed to access the main key.

V. DAMAGE TO UMC PROPERTY OPTIONAL

SUCCESSFUL PROPOSER shall perform all work in such manner that does not damage UMC property. In the event damage occurs to UMC property or adjacent property by reason of services performed under CONTRACT, SUCCESSFUL PROPOSER shall replace or repair the same at no cost to UMC. If damage caused by SUCCESSFUL PROPOSER has to be repaired or replaced by UMC, the cost of such work shall be deducted from monies due SUCCESSFUL PROPOSER.

W. PERFORMANCE STANDARDS

If any services performed by SUCCESSFUL PROPOSER or its employees are deemed not in conformity with the specifications and requirements of this CONTRACT, UMC shall have the right to require SUCCESSFUL PROPOSER to perform the services again in conformity with said specifications and requirements at no additional cost to UMC.

X. BUILDING SECURITY

SUCCESSFUL PROPOSER shall be responsible for securing all buildings, offices, and facilities at the time of their service. Failure to comply shall make SUCCESSFUL PROPOSER responsible for all losses of UMC property.

Y. ENFORCEMENT OF "LOCK-DOOR" POLICY

All locked doors are to remain locked at all times. SUCCESSFUL PROPOSER'S employees are not allowed to open any doors for anyone.

Z. CORRECT USE OF ALARM SYSTEM

If alarm codes are furnished to SUCCESSFUL PROPOSER, UMC will give instructions to SUCCESSFUL PROPOSER as to the proper use and procedures of the alarm system at the time codes are provided. After that time, SUCCESSFUL PROPOSER shall be responsible for the proper utilization of the alarm system during the time it is performing any after-hours services. In the event the alarm is activated through the negligence of SUCCESSFUL PROPOSER, any charges billed to UMC for the false alarm shall be charged back to SUCCESSFUL PROPOSER in the form of a credit against their monthly invoice.

AA. PROTECTION OF KEYS AND ALARM CODES

One set of keys will be provided to SUCCESSFUL PROPOSER by UMC. SUCCESSFUL PROPOSER shall be fully responsible for the protection of keys and alarm codes. If services at the site are performed after hours, SUCCESSFUL PROPOSER shall be responsible for properly locking the building and to properly set the alarm system.

UMC must be notified immediately upon termination for any reason of an employee performing work under contract. Should the set of keys allotted to SUCCESSFUL PROPOSER become lost or stolen, or otherwise compromised, SUCCESSFUL PROPOSER shall notify UMC immediately. UMC reserves the right to have the corresponding locks re-keyed and the alarm codes changed at SUCCESSFUL PROPOSERS expense.

BB. SUCCESSFUL BIDDER QUALITY CONTROL PROGRAM

SUCCESSFUL PROPOSER shall establish a complete Quality Control Program (QCP) to ensure the requirements of the contract are provided as specified. SUCCESSFUL PROPOSER shall provide a copy of its QCP to UMC at contract kick-off meeting. The QCP shall be a system for identifying and correcting deficiencies in the quality of service, before the level of performance becomes unacceptable to UMC and/or UMC points out the deficiencies. The program shall include, but not be limited to, the following:

- I. An inspection system which is tailored to the specific facility being serviced and which covers all services stated in the contract. Include the name of each management individual who will perform the inspections. It is not permissible for the person who performs the work to inspect and accept that work. SUCCESSFUL PROPOSER and its employees, who will complete inspections, shall be identified by title and type of inspection each is authorized to perform; and
- II. A local file of all inspections conducted by SUCCESSFUL PROPOSER and the corrective action taken. This documentation shall be made available to UMC monthly during the terms of contract. UMC may compare inspections

performed by SUCCESSFUL PROPOSER'S inspectors against actual conditions which exist at that point in time; and

Failure by SUCCESSFUL PROPOSER to submit and implement the approved plan and pursue it diligently from the commencement of contract may result in termination of the contract.

CC. INSPECTION OF EQUIPMENT USED

All equipment and supplies used to perform the required services shall be subject to inspection and test prior to and during the performance of the contract by UMC to ensure the use of equipment that meets the "standards of the industry," both in safety and suitability as generally recognized and in conformity to established practice in the area of the specific services being performed. Use of unsatisfactory equipment will be considered unsatisfactory performance and may be grounds for contract termination.

DD. DISPUTES

Any dispute relating to CONTRACT after award shall be resolved through good faith efforts upon the part of SUCCESSFUL PROPOSER and UMC. At all times, SUCCESSFUL PROPOSER shall carry on the work and maintain his progress schedule in accordance with the requirements of contract and the determination of UMC, pending resolution of any dispute.

EE. CONTRACT PERFORMANCE CUSTOMER SURVEY

Periodically during the life of the contract, UMC may administer a Contract Performance Customer Survey Questionnaire to be completed by both the end-using department(s) and SUCCESSFUL PROPOSER. This survey serves as a vehicle for UMC to identify successes or challenges encountered in the contract management process. Participation in this process shall be considered as part of SUCCESSFUL PROPOSER'S performance.

FF. AIR POLLUTION

SUCCESSFUL PROPOSER shall so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all federal, state and local air and water pollution requirements including, but not limited to: Nevada Revised Statute 445: Air Quality Regulation; registering with the Clark County Health Department, Air Pollution Board any equipment requiring operating permits by said Board; and adhering to all Clark County Air Pollution Board Regulations.

GG. PROGRESSIVE PLAN FOR DEALING WITH POOR PERFORMANCE RELATED TO JANITORIAL/HOUSEKEEPING EFFORTS

- I. UMC Representative will contact SUCCESSFUL PROPOSER either verbally or in writing to describe any deficiencies.
- II. If unresolved or if additional related deficiencies occur, UMC Contracts Management Representative will contact SUCCESSFUL PROPOSER in writing describing deficiencies and schedule a meeting.
- III. If unresolved or if additional related deficiencies occur, UMC Contracts Management Representative will issue a written notice of deficiencies allowing seven (7) calendar days for SUCCESSFUL PROPOSER to provide a written plan to cure or remedy the situation.
- IV. If unresolved and/or if additional related deficiencies occur, UMC Contracts Management Representative will formally terminate the contract.
- V. If SUCCESSFUL PROPOSER is terminated for cause, SUCCESSFUL PROPOSER will be disqualified from bidding or quoting on any UMC janitorial and/or housekeeping business for a period of twelve (12) months from the date of termination. This disqualification will result in SUCCESSFUL PROPOSER being declared non-responsible on bidding or quoting efforts submitted during the twelve (12) month timeframe. Separate bids or purchase orders related to janitorial or housekeeping in place at the time of termination shall continue but no extensions or option years will be exercised on those efforts.

HH. TERM AND TERMINATION:

The initial Agreement term will be for three (3) years with two (2) one-year renewal periods to be exercised at UMC's discretion. Either party may terminate this Agreement with a 30-day written notice to the other.

II. AGREEMENT EXTENSION:

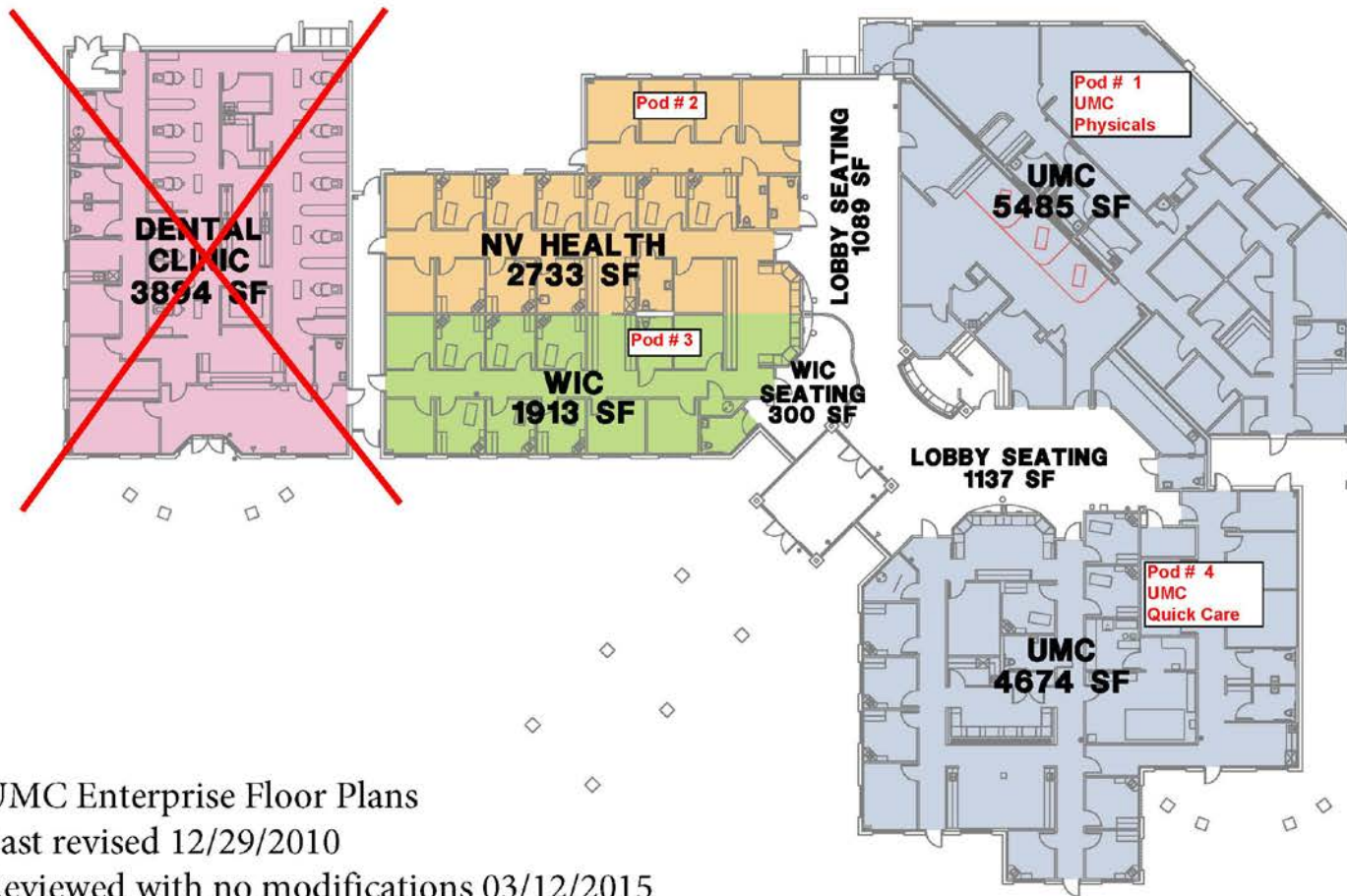
UMC reserves the option to temporarily extend the Agreement for up to six (6) months from its expiration date for any reason. The current Agreement pricing shall remain in effect through the Agreement extension period.

JJ. OWNERSHIP OF RECORDS:

All computer programs and data made available by UMC to successful PROPOSER hereunder shall remain the property of OWNER.

KK. GOVERNING LAW:

Nevada law shall govern the interpretation and enforcement of this Agreement. Venue shall be any appropriate State or Federal court in Clark County, Nevada.



UMC Enterprise Floor Plans
 Last revised 12/29/2010
 Reviewed with no modifications 03/12/2015

Building: ENTERPRISE MEDICAL CENTER
 1700 WHEELER PEAK DR., LAS VEGAS 89106
 Title: AREA CALCULATIONS

Scale: NOT TO SCALE



Sheet: 1
 Date: 12/13/10

EXHIBIT A-1
DETAILED REQUIREMENTS; MONTHLY INSPECTION LIST

Name of Firm

INTENT:

It is the intent of these specifications to provide the minimum requirements for the Successful Proposer that will conform to the specifications, and be suitable for continuous use by UMC. This form will also be used during monthly inspections.

PROPOSERS MUST RETURN THE ORIGINAL OR A PHOTOCOPY OF THIS FORM. INITIAL EACH ENTRY FOR EACH SPECIFICATION IN THE SPACE PROVIDED OPPOSITE THE SPECIFICATION. INDICATE ANY VARIANCE(S) IN THE SPECIFICATION BY WRITING THE VARIANCE WHERE YOU WOULD NORMALLY INITIAL. IF THERE IS NOT ENOUGH SPACE TO WRITE OUT THE ENTIRE VARIANCE, ATTACH AN ADDITIONAL SHEET OF PAPER.

ITEM NO.	SERVICE AREA	FREQUENCY OF SERVICE	SERVICE DESCRIPTION
1.0	OFFICES	DAILY	
1.1			Empty, clean, and damp dust all waste receptacles and remove waste paper and rubbish from premises to designated areas. Wash as necessary. Place plastic liners in receptacles (Recycle Bins are the responsibility of the individual Pod/Tenant and not the Successful Bidder)
1.2			Empty and damp wipe all ashtrays
1.3			Vacuum carpet areas in leased premises, including lobbies, corridors, and under furniture. Clean and vacuum top of chair mats. Spot clean spills and smudges
1.4			Hand dust and wipe clean with damp or treated cloth, office desktops and exposed furniture surface area
1.5			Clean and sanitize telephones as needed
1.6			Damp wipe and polish all glass furniture tops, glass entry doors, glass side panels, mirrors, bright work, enameled surfaces, and interior glass partitions
1.7			Dust chair rails and trim surfaces
1.8			Remove fingerprints and smudges from all vertical surfaces, including doors, door frames, hardware, metals, on and around light switches, private entrance glass partitions, and picture and wall decorations within reach
1.9			Sweep or vacuum private stairways
1.10			Clean and disinfect all basins, bowels, lavatories, and sinks
1.11			Damp mop and disinfect all coffee bars, waiting rooms, labs, exam rooms, restrooms, and treatment room floors
1.12			Clean and disinfect cafeteria areas, exterior appliances, and exterior cabinet surfaces
1.13			Straighten magazines and furniture in waiting rooms and front office areas

1.14			Place all furniture in standard pattern for respective rooms/areas
1.15			Wipe clean and sanitize as needed
1.16			Spot clean carpet
1.17			Lock all entrance doors and any interior doors requested by Tenant or Building Manager. All other interior doors to open unless otherwise instructed
1.18			Turn off all lights after cleaning areas
2.0	OFFICES	MONTHLY	
2.1			Edge Vacuum
2.2			Damp dust cove base
2.3			Dust, damp wipe, or polish clothing closets, shelving, and coat racks
2.4			Vacuum upholstered surfaces
2.5			Hand dust and wipe clean with damp or treated cloth office furniture, files, fixtures, paneling, window sills, and all other horizontal surfaces
3.0	OFFICES	QUARTERLY	
3.1			Dust and vacuum light fixtures and ventilation
3.2			Dust vertical and horizontal window blinds
3.3			Dust window sills and window frames
3.4			Perform high dusting of picture and wall decorations, doors, door frames, walls, partitions, and others not reached in nightly cleaning
3.5			Dust exposed overhead pipes and sprinklers
4.0	OFFICES	BI-ANNUALLY	
4.1			Shampoo all office carpets
5.0	RESTROOMS	DAILY	
5.1			Disinfect, mop, rinse, and dry tile floor
5.2			Clean all mirrors, bright work, faucet handles, and enameled surfaces. Remove all evidence of water hardness

5.3			Wash and disinfect all basins, urinals, and toilet bowls, removing all stains. Clean undersides of urinal and bowl rims
5.4			Wash and disinfect both sides of toilet seats
5.5			Damp wipe, wash, and disinfect as necessary all partitions, tile walls, and outside surfaces of all toilet tissue, hand soap, and towel dispensers and receptacles
5.6			Empty and sanitize all receptacles and sanitary napkin dispensers
5.7			Empty waste receptacles, spray and damp wipe with disinfectant. Remove waste paper and refuse to designated areas and replace plastic liners
5.8			Clean flush meters, piping, toilet seat hinges, and other metal
5.9			Refill toilet tissue, hand soap, towels, and sanitary napkin dispensers
5.10			Clean, disinfect, and fill floor drains with water
6.0	RESTROOMS	MONTHLY	
6.1			Dust and vacuum light fixtures and ventilation registers
6.2			Machine scrub flooring, using a germicidal solution
6.3			Perform high dusting of walls, doors, partitions, and others not reached in nightly cleaning
6.4			Wash down and disinfect all partitions, tile walls, metal ceilings, and enamel surfaces.
7.0	RESTROOMS	QUARTERLY	
7.1			Wash lighting fixtures, lenses, and lamps
Note: Disinfectants are to be odorless. All solvents used will not cause harm to chrome finishes.			
8.0	PUBLIC AREAS	DAILY	
8.1			Wash and sanitize all water fountains. Wash metal housing as needed
8.2 8.2.1 8.2.2			Carpeted area, rugs, or door mats a. Vacuum b. Spot clean spillage
8.3 8.3.1 8.3.2 8.3.3			Marble, slate, ceramic tile, terrazzo, brick, or stone a. Remove scuff marks and chewing gum b. Dust with specially treated dust mops c. Damp mop and dress
8.4 8.4.1 8.4.2			Vinyl tile, or other composition floors and bases a. Dust with specialty treated dust mops b. Damp mop
8.5 8.5.1			Ash Urns a. Empty, wash, clean, and polish. Where sand urns are used, empty all debris, smooth sand, or replace as needed

8.6 8.6.1 8.6.2			Glass (including mullions) a. Clean glass entrance doors nightly b. Clean glass partitions, glass walls, mirrors, bright work, enameled surfaces, and glass furniture
8.7 8.7.1 8.7.2 8.7.3 8.7.4 8.7.5 8.7.6 8.7.7			Plaza, Entrances, Lobbies, and Outside Areas a. Wipe clean and sanitize seating areas. b. Sweep and/or vacuum entrance mats and carpet runners. Wash all rubber mats. c. Remove fingerprints and smudges from directory boards, lobby, and corridor signage. d. Clean and polish telephone booths, mail chutes, and mail depositories. e. Clean and polish ornamental metal doors. f. Maintain building lobby corridors and other public areas in a clean condition. e. Pick up trash, debris, etc. and maintain outside walkways, parking lots and surrounding areas.
8.8 8.8.1 8.8.2			Maintenance Areas a. Wash and dress floor surfaces. b. Report any faucet leaks, drains clogs, etc. to Building Manager
9.0	PUBLIC AREAS	WEEKLY	
9.1			Wash and dress marble, slate, ceramic tile, terrazzo, brick, or stone floor surfaces
9.2			Wash and clean vinyl tile, or other composition floor and bases surfaces thoroughly
9.3			Clean and polish directory boards, lobby, and corridor signage
9.4			Clean fire extinguishers and/or fire hose cabinet
9.5			Sweep stairways and landings as needed
10.0	PUBLIC AREAS	MONTHLY	
10.1 10.1.1 10.1.2			Marble, slate, ceramic tile, terrazzo, brick, or stone a. Thoroughly clean and buff floor surfaces b. Polish, restore, and maintain high gloss shine
10.2 10.2.1 10.2.2			Vinyl tile, or other composition floors and bases a. Buff, restore, and maintain high gloss shine b. Strip floor surfaces, seal, and refinish as needed
10.4 10.4.1 10.4.2 10.4.3			Common Hallways/Corridors a. Wipe doors I public corridors b. Perform high dusting (doors, air vents, ledges, partition tape, high window sills, etc c. Edge vacuum
10.5 10.5.1 10.5.2			Walls a. Dust b. Spot Wash
10.6			Doors-Damp dust and/or wash
10.7 10.7.1 10.7.2			Plaza, Entrances, and Lobbies a. Vacuum upholstered surfaces b. Polish tenant plaques and directory boards.
11.0	PUBLIC AREAS	QUARTERLY	
11.1 11.1.1 11.1.2			Marble, slate, Ceramic tile, terrazzo, brick, or stone a. Scrub, seal, and refinish floor surfaces b. Polish, restore, and maintain high gloss shine

11.2			Vinyl tile, or other composition floors and bases
11.2.1			a. Buff, restore, and maintain high gloss shine
11.2.2			b. Strip floor surfaces, seal, and refinish as needed
11.3			Dust and vacuum light fixtures and ventilation registers
11.4			Dust vertical and horizontal window blinds
11.5			Dust window sills and window frames
11.6			Perform high dusting of picture and wall decorations, doors, door frames
11.7			Dust exposed overhead pipes and sprinklers
11.8			Shampoo carpets
12.0	ALL AREAS	YEARLY	
12.1			Ceiling, wash lighting fixtures, lenses and lamps

EXHIBIT A-3
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: Contracted Non-Employees /Allied Health Non-Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment		ADMINISTRATIVE APPROVAL:
EFFECTIVE: 9/96	REVISED: 6/99; 10/01; 4/07; 1/08; 3/11; 5/14, 5/16	
POLICY #: I-66		
AFFECTS: Organization wide		

PURPOSE:

To ensure that contractual agreements for the provision of services are consistent with the level of care defined by Hospital policy; and, to ensure the priority utilization of contracted services, staffing and equipment.

POLICY:

1. All entities providing UMC with personnel for temporary staffing and Allied Health Providers must have a written contract that contains the terms and conditions required by this policy. Dependent Allied providers working with credentialed physicians without a contract must also abide by the policy.
2. All credentialed Physicians, Physician Assistants, Nurse Practitioners and other credentialed Allied Health personnel will abide by the policies and procedures as set by the Medical Staff Bylaws.
3. All equipment provided and used by outside entities must meet the safety requirements required by this policy.
4. Contract(s) will be developed collaboratively by the department(s) directly impacted, the service agency and the hospital Contracts Management department.
5. Contract(s) directly related to patient care must be reviewed and evaluated by the Medical Executive Committee to ensure clinical competency.
6. Contract(s) must be approved by the Chief Executive Officer or applicable board prior to the commencement of services.

TEMPORARY STAFFING:

Contractual Requirements

Contractor must meet and adhere to all qualifications and standards established by Hospital policies and procedures (including Administrative, Infection Control/Employee Health Services, and Human resource related as applicable); The Joint Commission; and, all applicable regulatory and/or credentialing entities specific to services included in contract.

In the event a contractor contracts with an individual who is certified under the aegis of the Medical and Dental Staff Bylaws or Allied Health, the contract must provide contracted individuals applicable education, training and licensure as appropriate for the assigned responsibilities. The contracted individual must fulfill orientation requirements consistent with other non-employee staff members.

Records concerning the contracted individual shall be maintained by Hospital's Department of Human Resources (HR) and the clinical department directly impacted by the services provided. HR will provide Employee Health and Organizational Development departments with an ongoing list of these individuals and the department in which they work.

Laboratory Services

All reference and contracted laboratory services must meet the applicable federal regulations for clinical laboratories and maintain evidence of the same.

Healthcare Providers

In the event a service agency employs or contracts with an individual who is subject to the Medical and Dental Staff Bylaws, or the Allied Health Providers Manual, the contract must provide the individual's applicable education, training and licensure appropriate for his or her assigned responsibilities. The assigned individual must have an appropriate National Provider Identifier (NPI).

Clinical Care Services

Contractor may employ such Allied Health providers as it determines necessary to perform its obligations under the contract. For each such Allied Health provider, contractor shall be responsible for furnishing Hospital with evidence of the following:

1. Written job description that indicates:
 - a. Required education and training consistent with applicable legal and regulatory requirements and Hospital policy.
 - b. Required licensure, certification or registration as applicable.
 - c. Required knowledge and/or experience appropriate to perform the defined scope of practice, services and responsibilities.
2. Completed pre-employment drug screen and background check consistent with UMC's contracted background check protocol. Testing should include HHS Office of Inspector General (OIG), Excluded Party List System (EPLS), sanction checks and criminal background. If a felony conviction exists, UMC's HR department will review and approve or deny the Allied Health Practitioner's access to UMC Campus. UMC will be given authorization to verify results online by contractor.
3. The following medical information must be provided to UMC and outlined by UMC Employee Health Department.
 - a. Evidence of annual TB testing (within the last 2 years), a current 2 step TB skin test, or a current IGRA blood test. Current TB testing is TB testing that is from within the last 12 months. The 2 step TB skin test must be 2 TB tests done within the current year, at least 10 days apart. A Quantiferon TB test from within the last year. Individuals with a positive TB test must have proof of a past positive skin test,, a negative chest x-ray and a negative sign and symptom review completed. The sign and symptom review should be completed within 4 weeks of contract at UMC .
 - b. Documentation of the current seasons' Influenza vaccine or UMC's signed declination is required during Influenza season. All personnel will follow UMC's Influenza policy 6.5. (Influenza season is generally Oct-March 31st. Season is defined within policy by the Infection Control Department).
 - c. Tdap vaccination is required for any personnel with contact in PEDS, PICU, PEDS ER, NICU, Labor and Delivery, FRC and FBCC.
 - d. Hepatitis B vaccine series (3 vaccines), or titers showing immunity or a declination for all personnel in clinical areas.
 - e. Measles, Mumps and Rubella (MMR) series (2 vaccines),or titers showing immunity;
4. The following vaccines are highly suggested by UMC and the CDC for all healthcare workers and records are maintained and kept current at the agency. Contractor will provide UMC authorization to audit these files upon request.
 - a. Varicella vaccine series (2 vaccines), titer showing immunity or a history of disease;
 - b. Tdap vaccine (1 vaccine) for personnel not in areas listed above (3 c).
5. The contractor will complete a competency assessment of the individual (1) upon hire, (2) at the time initial service is provided, (3) when there is a change in either job performance or job requirements and (4) on an annual basis.
 - a. Competency assessments of Allied Health providers must clearly establish that the individual meets all qualifications and standards established by Hospital policies and procedures, The Joint Commission and all other applicable regulatory and/or credentialing entities with specific application to the service provided.
 - b. Competency assessments of Allied Health providers must clearly address the ages of the patients served by the individual and the degree of success the individual achieves in producing the results expected from clinical interventions.
 - c. Competency assessments must include an objective, measurable system and be used periodically to evaluate job performance, current competencies and skills.
 - d. Competency assessments must be performed annually, allow for Hospital input and be submitted to Hospital's HR department.

- e. The competency assessment will include a competency checklist for each Allied Health provider position, which at a minimum addresses the individual's:
 - i. Knowledge and ability required to perform the written job description;
 - ii. Ability to effectively and safely use equipment;
 - iii. Knowledge of infection control procedures;
 - iv. Knowledge of patient age-specific needs;
 - v. Knowledge of safety procedures; and
 - vi. Knowledge of emergency procedures.
6. Contractor has conducted an orientation process to familiarize Allied Health providers with their jobs and with their work environment before beginning patient care or other activities at UMC inclusive of safety and infection control. The orientation process must also assess each individual's ability to fulfill the specific job responsibilities set forth in the written job description.
7. Contractor periodically reviews the individual's abilities to carry out job responsibilities, especially when introducing new procedures, techniques, technology and/or equipment.
8. Contractor has developed and furnishes ongoing in-service and other education and training programs appropriate to patient age groups served by Hospital and defined within the scope of services.
9. Contractor submits to Hospital for annual review:
 - a. The level of competence of the contractor's Allied Health providers that meets UMC standards; and
 - b. The patterns and trends relating to the contractor's use of Allied Health providers.
10. Contractor ensures that each Allied Health provider has acquired an identification badge from Hospital's HR department before commencing services at Hospital's facilities; and ensures badge is returned to HR upon termination of service.
11. Contract requires the contractor, upon Hospital's request, to discontinue the employment at Hospital's facilities of an Allied Health provider whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships with Hospital staff, whose conduct may have a detrimental effect on patients, or who fails to adhere to Hospital's existing policies and procedures. HR will be notified so appropriate action can be taken to remove access.

Non Clinical Short Term Temporary Personnel

Non clinical/short term personnel such as Engineering-related contractors or vendors and/or construction workers on site within the hospital for construction, remodeling or on property for new project implementation will be required to adhere to UMC Infection Control requirements as outlined below. "Short term" is defined as not more than 2 months. Original records are to be maintained by the contractor. A copy will also be available within the appropriate department at UMC.

1. Evidence of annual TB testing (2 years), a current 2 step TB test, or an IGRA blood test. Individuals with a positive TB test must have proof of a past positive skin test, a negative sign and symptom review and a negative chest x-ray.
2. Or, in-lieu of the above TB testing, contractor and subcontractor personnel may elect to complete weekly health screening forms and abide by any/all recommendations/requirements set forth by UMC's Infection Control Department.
3. Current seasons' Influenza vaccine is encouraged for all contractor/subcontractor personnel. However UMC's Infection Control Department reserves the right to require this vaccine at any time. All personnel will follow UMC's EH6.5 Influenza Policy (Influenza season is generally November through March).

Non clinical/short term personnel such as Engineering-related vendors and/or construction workers working outside of the hospital are not required to meet any specific Infection Control/Employee Health Services requirements.

Non Clinical Personnel

Non Clinical personnel that are assigned to work at UMC by approved contracted agencies (banks, gift shops, etc.) will be required to follow basic on-boarding requirements like UMC application, background check, drug screening, medical screening as outlined and attend orientation prior to working on premises. Personnel files will be maintained in Human Resources until the person ceases working on property. All annual testing and requirements will be required of these personnel.

EQUIPMENT:

In the event Hospital contracts for equipment services, documentation of a current, accurate and separate inventory equipment list must be provided to appropriate department to be included in Hospital's medical equipment management program.

1. All equipment brought into UMC is required to meet the following criteria:

- a. Electrical safety check which meets the requirements of Hospital's Clinical Engineering department.
 - b. Established schedule for ongoing monitoring and evaluation of equipment submitted to Hospital's Clinical Engineering department.
 - c. Monitoring and evaluation will include:
 - i. Preventive maintenance;
 - ii. Identification and recordation of equipment management problems;
 - iii. Identification and recordation of equipment failures; and
 - iv. Identification and recordation of user errors and abuse.
 - d. Results of monitoring and evaluation shall be recorded as performed and submitted to Hospital's department of Clinical Engineering.
2. Documentation on each contractor providing medical equipment to assure users of equipment are able to demonstrate or describe:
 - a. Capabilities, limitations and special applications of the equipment;
 - b. Operating and safety procedures for equipment use;
 - c. Emergency procedures in the event of equipment failure; and
 - d. Processes for reporting equipment management problems, failures and user errors.
 3. Documentation on each contractor providing medical equipment to assure technicians maintaining and/or repairing the equipment can demonstrate or describe:
 - a. Knowledge and skills necessary to perform maintenance responsibilities; and
 - b. Processes for reporting equipment management problems, failures and user errors.

MONITORING:

The contractor will provide reports of performance improvement activities at defined intervals.

A contractor providing direct patient care will collaborate, as applicable, with Hospital's Performance Improvement Department regarding Improvement Organization Performance (IOP) activities.

Process for Allied Health Provider working at UMC Hospital Campus

1. All Allied Health and Dependent Allied Health Provider personnel from outside contractors monitored by HR (non-credentialed/licensed) working at UMC will have the following documentation on file in Department of Human Resources:
 - a. Copy of contract
 - b. Copy of Contractor's liability insurance (general and professional)
 - c. Job description
 - d. Resume'
 - e. Copy of current Driver's License OR One 2x2 photo taken within two (2) years
 - f. Specialty certifications, Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), etc.
 - g. Current license verification/primary source verifications
 - h. Competency Statement/Skills Checklist (Contractor's and UMC's)
 - i. Annual Performance Evaluation(s)
 - j. UMC's "Department Specific Orientation" form
 - k. Attestation form/letter from Contractor completed for medical clearances except for TB test and Influenza vaccine.
 - l. Completion of Non-Employee specific orientation

2. The following documents may be maintained at Contractor's office:
 - a. Medical Information to include: History and Physical (H&P), Physical examination or certification from a licensed physician that a person is in a state of good health (Clinical Personnel), Annual Tuberculosis (TB) test or Chest X-Ray, Immunizations, Hepatitis B Series or waiver, Measles/Mumps/Rubella Immunizations or adequate titers, Chicken Pox questionnaire, drug tests results and other pertinent health clearance records as required. The results of these tests can be noted on a one (1) page medical attestation form provided by UMC. TB test results and Influenza vaccine must be submitted to Human Resources.
 - b. Attestation form must be signed by the employee and contractor. The form can be utilized to update information as renewals or new tests. The form must be provided to Hospital each time a new employee is assigned to UMC. Once the above criteria are met, the individual will be scheduled to attend orientation, receive an identification badge and IT security access.
 - c. Any and all peer references and other clearance verification paperwork must be maintained in the contractor's office and be available upon request.

Non-Employee Orientation– Provided by the Organizational Development Department

1. Non-Employee orientation must occur prior to any utilization of contracted personnel.
2. Orientation may be accomplished by attendance at non-employee orientation; or, by completion of the "Agency Orientation Manual" if scheduled by the Organizational Development Department.
3. Nurses must complete the RN orientation manual before working if Per Diem and within one (1) week of hire if a traveler nurse. RN orientation will be scheduled by the appropriate responsible UMC Manager.
4. Each contracted personnel will have a unit orientation upon presenting to a new area. This must be documented and sent to Organizational Development department. Components such as the PYXIS tutorial and competency, Patient Safety Net (PSN), Information Technology Services (IT), Glucose monitoring as appropriate and any other elements specific to the position or department.

Contractor Personnel Performance Guidelines

1. Arrive at assigned duty station at the start of shift. Tardiness will be documented on evaluation.
2. Complete UMC incident reports and/or medication error reports, when appropriate, using the PSN. The contractual individual is to report to the Director of their employer all incidents and medication errors for which they are responsible. UMC will not assume this responsibility. UMC agrees to notify Agency when an employee(s) is known to have been exposed to any communicable diseases.

Agency Personnel Assignment Guidelines

1. Duties will be assigned by the Physicians, Department Manager, and Charge Nurse/Supervisor that matches their skill level as defined on the competency checklist.
2. Administer care utilizing the standards of care established and accepted by UMC.
3. Be responsible to initiate update or give input to the plan of care on their assigned patients as defined in job description.
4. Will not obtain blood from the lab unless properly trained by the unit/department to do so. Training must be documented and sent to Organization Development department.
5. Administer narcotics as appropriate to position and scope of practice.



Surveillance Questionnaire for Contracted Temporary Non-Clinical Staff

Last Name	First Name	DOB
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Employer

Please answer the following questions:

Have you had a fever in the last week?	No	Yes
Have you had chills within the last week?	No	Yes
Do you have a cough?	No	Yes
Have you had a cough for more than 2 weeks?*	No	Yes
Have you had any blood in your cough?*	No	Yes
Have you had any unexplained weight loss?*	No	Yes
Do you have night sweats?*	No	Yes

If you answered YES to any of the above questions, you are required to wear a mask while in the hospital.

*Forms must be completed by temporary staff first day of working within hospital and every week thereafter, not to exceed 8 weeks. All forms with yes answers to questions 4-7 must be turned into Employee Health Services for review prior to contractor working within the hospital.

**EXHIBIT B
SAMPLE AGREEMENT**

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

**AGREEMENT FOR RFP 2018-03:
ENTERPRISE JANITORIAL SERVICES**

XX
NAME OF COMPANY
XX
DESIGNATED CONTACT, NAME AND PROJECT (Please type or print)
XX
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
XX
(AREA CODE) AND TELEPHONE NUMBER
XX
(AREA CODE) AND FAX NUMBER
XX
E-MAIL ADDRESS

AGREEMENT FOR RFP 2018-03 ENTERPRISE JANITORIAL SERVICES

This Agreement for _____ (the "Agreement") is made and entered into this ____ day of _____, 2018 ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and XX (hereinafter referred to as "COMPANY"), for the award of RFP 2018-03, Enterprise Janitorial Services (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$XX, including all travel, lodging, meals and miscellaneous expenses, as further described herein; and

WHEREAS, COMPANY has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Agreement.

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from July 1, 2018 through June 30, 2021 ("Initial Term"), with the option to renew for two (2) one-year periods. During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL reserves the right to extend the Agreement for up to an additional six (6) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

HOSPITAL agrees to pay COMPANY for the performance of services described in the Scope of Work (**Attachment A**) for the fixed monthly fee amount of \$_____, as shown in XX PRICING EXHIBIT. HOSPITAL's obligation to pay COMPANY cannot exceed the fixed fee amount. It is expressly understood that the entire work defined in **Attachment A** must be completed by COMPANY and it shall be COMPANY's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Terms of Payments

This Agreement may represent the requirements from numerous Enterprise Healthcare Building Departments (Tenant/Pods). Each individual Tenant/Pod will issue individual Purchase Orders dictating contact information and any additional invoicing requirements. All Purchase Orders sent to COMPANY will identify the department or Pod for which supplies and services are required and list the location where associated invoices shall be sent. **UMC IS NOT RESPONSIBLE FOR THE COLLECTION OF PAYMENT FROM THE OTHER TENANTS OF THE BUILDING. PAYMENT MUST BE COLLECTED DIRECTLY FROM TENANT OCCUPYING EACH INDIVIDUAL POD.**

1. COMPANY shall comply with the invoice requirements contained in this Agreement. COMPANY shall be aware that per NRS 244.250, UMC is precluded from payment of invoices submitted beyond six (6) months from the date COMPANY performs the services. If applicable, the first month shall be prorated.
2. If a Pod becomes vacant and cleaning is no longer required during any period of the contract term, that Pod will temporarily be removed from the contract and cleaning requirements shall be suspended without penalties to no longer invoice, and the parties shall modify the Agreement in writing as appropriate.
3. Invoicing for bid items are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within ninety (90) calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within ninety (90) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. In accordance with NRS 244.250 UMC shall not provide payment on any invoice COMPANY submits after six

- (6) months from the date COMPANY provides goods, performs services, or provides deliverables or milestones.
4. All invoices should include the following information:
- Company Name
 - Complete Address (including street, city, state, and zip code)
 - Telephone Number
 - Contact Person
 - Itemized description of products delivered (including quantities) or services rendered (including dates)
 - UMC Purchase Order Number
 - Company's Tax Identification Number
 - RFP Number
 - Itemized pricing and total amount due (excluding Sales and Use Tax)
 - Company's Invoice Number
5. COMPANY is responsible to ensure that all invoices submitted for payment are in strict accordance with the price(s) offered on the Bid Form. If overcharges are found, UMC may declare COMPANY in breach of contract, terminate CONTRACT, and designate COMPANY as non-responsible if responding to future invitations to bid.
6. COMPANY shall provide to UMC, within ten (10) business days of UMC'S request, a report to validate that the price(s) charged are in accordance with the price(s) offered on COMPANY'S Bid Form. The format of the report will depend on the pricing structure provided on the Bid Form. The report shall be subject to review and approval by UMC'S using department(s) and Internal Audit Department. Discrepancies found in the report will require COMPANY to update the report no later than five (5) business days after notification by UMC. In the event that COMPANY undercharged UMC, UMC shall reimburse COMPANY within ten (10) business days. In the event that COMPANY overcharged UMC, COMPANY shall reimburse UMC within ten (10) business days. If overcharges are found, UMC may declare COMPANY in breach of contract, terminate CONTRACT, and designate COMPANY as non-responsible if responding to future invitations to bid.
7. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
- a. The title of the PROJECT as stated in **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. Any expenses not defined in **Attachment A**, Scope of Work, will not be paid without prior written authorization by HOSPITAL.
 - c. HOSPITAL's representative shall notify COMPANY in writing within 14 calendar days of any disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph C.1 above.
8. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have not been previously paid to COMPANY.
9. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Attachment A**, Scope of Work.

C. HOSPITAL's Fiscal Limitations

1. The content of this section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Attachment A** of this Agreement, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly. Any claim of COMPANY for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by COMPANY of notification of change unless HOSPITAL grants a further period of time before the date of final payment under this Agreement.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

SECTION V: RESPONSIBILITY OF COMPANY

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a

required replacement within 30 days, HOSPITAL may terminate this Agreement for default.

- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY will follow HOSPITAL's standard procedures as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities, including HOSPITAL's Policy I-66 (Contracted Non-Employees/Allied Health Non- Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment), as may be amended from time to time. HOSPITAL will provide a copy of said policy upon COMPANY request.
- F. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of COMPANY to assure that all products or services of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services or work products:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- I. Drawings and specifications remain the property of COMPANY. Copies of the drawings and specifications retained by HOSPITAL may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by COMPANY during the performance of services for which it has been compensated under this Agreement, shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever occurs first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement. COMPANY shall furnish Hospital's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- J. The rights and remedies of HOSPITAL provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Agreement.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

SECTION VII: RESPONSIBILITY OF HOSPITAL

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representatives. For questions/issues related to contract terms, contact UMC's Contracts Management department at 702-383-7616. For technical questions related to the Scope of Work, contact Alex Hill, Office Supervisor, 702-383-1972. HOSPITAL's representative(s) may delegate any or all of his or her responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- B. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
 - C. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Agreement.
- B. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.
- C. In the event that COMPANY fails to complete the PROJECT within the time specified in the Agreement, or with such additional time(s) as may be granted by formal Amendment, or fails to prosecute the work or any separable part thereof, with such diligence as will insure completion within the time(s) specified in the Agreement or any extensions thereof, COMPANY shall pay to the HOSPITAL, as liquidated damages, the sum of **\$50.00** for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by HOSPITAL in completing the work.

SECTION IX: SUSPENSION AND TERMINATION

- A. Suspension
HOSPITAL may suspend performance by COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least 10 working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all

previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. In the event HOSPITAL suspends performance by COMPANY for any cause other than the error or omission of COMPANY, for an aggregate period in excess of 30 days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY for additional costs occasioned as a result of such suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. Termination

1. Termination for Cause

This Agreement may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. not less than 10 calendar days written notice of intent to terminate; and
- b. an opportunity for consultation with the terminating party prior to termination.

2. Termination for Convenience

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than 30 calendar days written notice of intent to terminate; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

3. Effect of Termination

- a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.
- b. Upon receipt or delivery by COMPANY of a termination notice, COMPANY shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V paragraph H.
- c. If after termination for failure of COMPANY to fulfill contractual obligations it is determined that COMPANY has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.
- d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event COMPANY shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of COMPANY assigned to the performance of this Agreement.

4. The rights and remedies of HOSPITAL and COMPANY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of COMPANY's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within COMPANY's control.

SECTION X: INSURANCE

COMPANY shall obtain and maintain the insurance coverage required in **Exhibit B** incorporated herein by this reference.

COMPANY shall comply with the terms and conditions set forth in **Exhibit B** and shall include the cost of the insurance coverage in their prices.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO HOSPITAL: University Medical Center of Southern Nevada
 Attn: Contracts Management
 1800 W. Charleston Blvd.
 Las Vegas, NV 89102

TO COMPANY:

SECTION XII: MISCELLANEOUS

A. Amendments

No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.

B. Independent Contractor

COMPANY acknowledges that COMPANY and any subcontractors, agents or employees employed by COMPANY shall not, under any circumstances, be considered employees of HOSPITAL, and that they shall not be entitled to any of the benefits or rights afforded employees of HOSPITAL, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. HOSPITAL will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of COMPANY or any of its officers, employees or other agents.

C. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, COMPANY agrees that it will not employ unauthorized aliens in the performance of this Agreement.

D. Public Funds / Non-Discrimination

COMPANY acknowledges that HOSPITAL has an obligation to ensure that public funds are not used to subsidize private discrimination. COMPANY recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions), national origin, or any other class protected by law or regulation, HOSPITAL may declare COMPANY in breach of the Agreement, terminate the Agreement, and designate COMPANY as non-responsible.

E. Assignment

Any attempt by COMPANY to assign or otherwise transfer any interest in this Agreement without the prior written consent of HOSPITAL shall be void.

F. Indemnity

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness

or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

G. Governing Law

Nevada law shall govern the interpretation and enforcement of this Agreement.

H. Covenant Against Contingent Fees

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
 - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to insure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Agreement and be cause for suspension and/or termination of the Agreement.

K. Covenant

COMPANY covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. COMPANY further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

L. Confidential Treatment of Information

COMPANY shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Agreement.

M. ADA Requirements

All work performed or services rendered by COMPANY shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

N. Subcontractor Information

COMPANY shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Agreement utilizing the attached format **Exhibit C**. The information provided in **Exhibit C** by COMPANY is for HOSPITAL's information only.

O. Non-Excluded Healthcare Provider

COMPANY represents and warrants to HOSPITAL that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. COMPANY represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such COMPANY or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").

P. Public Records

COMPANY acknowledges that HOSPITAL is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement which COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify, defend and hold harmless HOSPITAL from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of COMPANY documents in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.

Q. Publicity

Subject to the provisions of Section XII, paragraph P, neither HOSPITAL nor COMPANY shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.

R. Disclosure of Ownership Form

COMPANY agrees to provide the information on the attached Disclosure of Ownership/Principals Form as set forth in **Exhibit D** and Disclosure of Relationship (Suppliers) Form as set forth in **Exhibit E** prior to any Agreement and/or Agreement amendment to be awarded by the Governing Board.

S. Business Associate Agreement

COMPANY agrees to complete and submit the attached Business Associate Agreement as set for in **Exhibit F**.

T. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a UMC facility, COMPANY may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

a. Clark County Business License is Required if:

- i. A business is physically located in unincorporated Clark County, Nevada.
- ii. The work to be performed is located in unincorporated Clark County, Nevada.

b. Register as a Limited Vendor Business Registration if:

- i. A business is physically located outside of unincorporated Clark County, Nevada
- ii. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand

Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813.

You may also obtain information on line regarding Clark County Business Licenses by visiting the website at www.clarkcountynv.gov, go to "Business License Department" (http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx)

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

HOSPITAL: **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

By: _____
MASON VANHOUEWELING
Chief Executive Officer

DATE

COMPANY: **//LEGAL NAME//**

By: _____
//NAME//
//TITLE//

DATE

EXHIBIT A
RFP 2018-03 ENTERPRISE JANITORIAL SERVICES
SCOPE OF WORK

A. OVERVIEW AND LOCATION:

UMC is seeking a vendor to provide janitorial services at its Enterprise Healthcare Building, located at 1700 Wheeler Peak Drive, Las Vegas, Nevada 89106. The building comprises approximately 22,036 total square feet, including common areas. UMC administers the property for Clark County and occupies roughly 11,437 square feet in the building. Other tenant(s) occupy the balance (Pods) and each share in the Common Area cost of maintenance.

Pod 1 – UMC Physicals: 5,485 sq ft + 631.50 sq ft Common Area (6,116.50 total sq ft)

Pod 2 – Nevada Health Center: 2,733 sq ft + 631.5 sq ft Common Area (3,364.50 total sq ft)

Pod 3 – Nevada Health Centers WIC: 1,913 sq ft + 631.50 sq ft Common Area (2,544.50 total sq ft)

Pod 4 – UMC Quick Care: 4,674 sq ft + 631.50 sq ft Common Area (5,305.50 total sq ft)

Lobby/Common Area – 2,526 sq ft (equally divided among the four pods at 631.50 sq ft each)

B. DELIVERY OF SERVICE

The cleaning specifications are based on seven (7) nights per week and include a daily onsite porter Monday – Friday as further described below.

Service is provided for Pods 1-4 (and Common Areas) only. The Dental Clinic on the drawing at the end of this Scope of Work is not included in this Bid.

COMPANY will bill each tenant directly based on each tenant's respective square footage as provided in Section A above. In the event any Pod(s) become vacant, COMPANY shall incorporate that Pod's Common Area into UMC's total square footage and bill accordingly. The other tenants are not responsible for the vacant Pod of any payment due.

UMC IS NOT RESPONSIBLE FOR THE COLLECTION OF PAYMENT FROM THE OTHER TENANTS OF THE BUILDING. PAYMENT MUST BE COLLECTED DIRECTLY FROM TENANT OCCUPYING EACH INDIVIDUAL POD.

C. INVOICING

This Agreement may represent the requirements from numerous Enterprise Healthcare Building Departments (Tenant/Pods). Each individual Tenant/Pod will issue individual Purchase Orders dictating contact information and any additional invoicing requirements. All Purchase Orders sent to COMPANY will identify the department or Pod for which supplies and services are required and list the location where associated invoices shall be sent.

COMPANY shall comply with the invoice requirements contained in this Agreement. COMPANY shall be aware that per NRS 244.250, UMC is precluded from payment of invoices submitted beyond six (6) months from the date COMPANY performs the services. The first month shall be prorated, if applicable.

If a Pod becomes vacant and cleaning is no longer required during any period of the contract term, that Pod will temporarily be removed from the contract and cleaning requirements shall be suspended without penalties to no longer invoice.

D. WORKING HOURS/OVERTIME

The normal business day for the Enterprise Healthcare Building employees varies. At UMC's discretion, seasonal adjustments in the hours of the normal business day may be made.

All work necessary to be performed after regular working hours, on weekends or legal holidays, shall be performed without additional expense to UMC. No additional monies will be provided for call-out or call-back services.

COMPANY shall pay overtime for of all UMC's agents and employees who, as a result of COMPANY'S operation, are required to perform inspection, surveying or testing beyond the normal hours, as specified above, and during legal holidays of UMC. Should COMPANY elect to work on a holiday, and need UMC to inspect, COMPANY shall prearrange inspection by written request at least forty-eight (48) hours in advance.

COMPANY shall not be required to pay for the overtime of UMC's agents and employees if such hours are required by the work of the Agreement.

E. HOURS OF SERVICE

III. Normal business hours for COMPANY'S Service Station (Day Porter, as further described below) shall include, at minimum, Monday through Friday, 6:00 a.m. to 2:30 p.m. PST.

IV. Individual Tenant/Pod Hours of Operation are as follows:

Pod 1 – UMC Physicals: 7:00 A.M to 7:00 P.M. Monday, Wednesday, Thursday; and 7:00 A.M. to 11:00 P.M. Tuesday and Friday

Pod 2 – Nevada Health Center: 7:00 A.M to 4:30 P.M. Monday – Friday

Pod 3 – Nevada Health Centers WIC: 7:30 A.M to 4:30 P.M. Monday - Friday

Pod 4 – UMC Quick Care: 8:00 A.M to 6:30 P.M. Monday - Sunday

F. DAY PORTER SERVICES

COMPANY will provide personalized day porter services, at the direction of the Building Manager or other UMC delegate, five (5) days per week, Monday through Friday between 6:00 a.m. and 2:30 p.m. Currently, this requirement is staffed with a single individual. While the day porter may be assigned cleaning duties as determined by the contractor, the primary purpose of this position is to address any immediate cleaning needs of the tenants. The day porter must be onsite during the times specified in this section.

G. STAFFING

COMPANY must ensure that, in addition to the Day Porter Services listed in Item E above, it has additional adequate staff to meet the requirements of this agreement. If UMC determines that COMPANY does not have adequate staff to meet its needs under this contract, UMC may terminate the agreement.

H. DELIVERABLES

COMPANY will provide all necessary labor, materials, equipment, supplies, and other costs associated with a cleaning service. This will include providing all paper, plastic and soap products necessary to maintain normal conditions of a medical office building, such as but not limited to:

- Mops, buckets, dusters, vacuum.
 - Note: COMPANY must provide separate mops and buckets for each type of area to be cleaned (offices, restrooms, common areas, etc.)
- Personal protective equipment (gloves, goggles, mask, etc.)
- Garbage bags
- Paper towels [Current usage is approximately ten rolls for the automatic machines and five cases (16 packets per case) folding paper towel packets for the manual dispensers per month]
- Cleaning supplies (Note: ALL cleaning supplies used by COMPANY must be suitable for use in a clinical environment and must be approved in writing by UMC.)
 - Assorted disinfectants, cleaners and deodorizers (i.e. soap and water, 0.5% chlorine or 1% phenol, Action D, etc.)
 - Assorted degreasers
 - Glass cleaner
 - Metal sheen/stainless steel cleaner
 - Tile cleaner/floor wax/floor finish/polish/sealer

UMC will supply the red biohazard bags. COMPANY is responsible for cleaning and properly disposing of the biohazard material. COMPANY warrants that it has experience handling biohazardous material.

Additional or alternative materials may be necessary to complete the services required. COMPANY shall use its experience and best judgment to determine the types of supplies and materials needed to complete all required work; however, any and all such products must be approved in writing by UMC.

UMC shall purchase all sanitizer and soap for Pods 1 (UMC Quick Care) and Pods 4 (UMC Occupational Medicine Clinic). COMPANY is responsible for refilling the sanitizer and soap dispensers. COMPANY is responsible for the purchase, stocking and refilling of sanitizer and soap for all other Pods/Tenants, unless otherwise informed from other Pods/Tenants.

I. COMMUNICATION LOG

COMPANY will keep current, on the building site a communications log book, for any special requests. COMPANY will exercise due diligence to respond to all reasonable special requests and complaints the same day. Complex special requests or complaints shall be addressed within twenty-four (24) hours.

J. MONTHLY INSPECTIONS

COMPANY will be required to do a monthly walkthrough of the facility with a UMC representative to inspect Pod 1, Pod 4, the common areas and the outside areas to ensure that the work required is completed and satisfactory. Any items that are deemed not satisfactory by the UMC representative will need to be remedied at COMPANY'S time and expense within 24 hours. If not corrected and/or found not completed or unsatisfactory the following month, corrective action, including potential termination of the contract, may be taken.

During the inspections a "Housekeeping Quality Assurance Inspection Form," will be filled out and discussed with COMPANY, if necessary. This Form will take the same format as the table included as Exhibit A-1. COMPANY and/or UMC shall write in any comments and both parties will sign the document. These reports and inspections will be kept on file and utilized to monitor the performance of COMPANY.

If performance concerns arise, UMC reserves the right to conduct daily inspections to address corrective actions.

K. STORAGE OF MATERIALS

COMPANY is responsible for the proper storage of any supplies and materials. UMC is not responsible for loss or damage to materials arising from acts of theft, vandalism, malicious mischief or other causes. A janitorial closet with mop sink and storage

is provided onsite. COMPANY must ensure storage area is kept clean and that all items are properly stored (i.e., keeping dirty materials away from clean, etc.).

L. CLEANING UP

COMPANY shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, COMPANY shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before payment is made, COMPANY shall, at its expense, satisfactorily dispose of all plant, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and COMPANY shall leave the premises and worksite in a neat, clean and safe condition. In the event COMPANY fails to comply with the foregoing, UMC may accomplish the same at COMPANY'S expense.

M. POST AWARD WALK-THROUGH

Prior to the start of CONTRACT, UMC will conduct a mandatory walkthrough of the facility followed by a kick-off meeting with COMPANY. The purpose of the walkthrough and kick-off meeting is to address any questions or concerns of COMPANY.

N. ENGLISH SPEAKING REPRESENTATIVE

UMC requires COMPANY have one person capable of clear verbal and written communication in the English language onsite at all times during the hours service is required. Failure to meet this requirement shall constitute a breach of contract and may result in the termination.

O. LABOR

COMPANY and all subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination. All work necessary to be performed after regular working hours on weekends or legal holidays, shall be performed without additional expense to UMC.

P. REMOVAL OF EMPLOYEE

UMC reserves the right to request removal of any COMPANY'S employee(s) upon submitting proper justification, should such action be considered necessary to the best interests of UMC. Such removal shall not interfere with COMPANY'S continuous and uninterrupted service to UMC in any way.

Q. FURNISHING SUPERVISION OF EMPLOYEES

COMPANY shall furnish, at COMPANY'S expense, the supervision required to ensure the necessary management of his personnel, and the functions involved in the specifications.

R. SAFETY REQUIREMENTS

The safety of COMPANY'S employees or representatives and others in or around the area of work performed is the responsibility of COMPANY. COMPANY, its employees and its representatives shall comply with the current 29 CFR 1910 OSHA General Industry Regulations. UMC will accept no responsibility or liability as a result of improper installation or workmanship. The immediate area, as well as equipment being maintained, will be clean and clear of safety hazards. Any hazard noticed by servicing personnel shall be immediately reported verbally, followed by a written statement to UMC'S representative. If barricades are needed to ensure safety, COMPANY shall provide them at no cost to UMC.

S. RESPONSIBILITY FOR WORK SECURITY

- IV. COMPANY shall at all times conduct all operations under this agreement in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any property. COMPANY shall promptly take all reasonable precautions, which are necessary and adequate against any conditions, which involve a risk of loss, theft or damage to its property, UMC'S property, and work areas. COMPANY shall continuously inspect all its work, materials, and equipment facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.
- V. COMPANY shall comply with all applicable laws and regulations. COMPANY shall cooperate with UMC on all security matters and shall promptly comply with any project security requirements established by UMC. Such compliance with these security requirements shall not relieve COMPANY of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner COMPANY'S obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
- VI. COMPANY shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to UMC in a timely manner.

T. PROHIBITED ACTIVITIES WHILE ON UMC'S PROPERTIES

The activities prohibited by COMPANYS employees during performance of services include but are not limited to the following: using UMC'S property and equipment (coffee pots, microwaves, radios, televisions, VCR's, refrigerators, calculators, computers, printers, fax machines, copy machines, etc.); eating UMC employees' food from the break rooms or elsewhere; placing personal or business, long distance and directory assistance phone calls from UMC telephones. Being under the influence of or use of alcohol or drugs while on UMC'S property is prohibited.

U. KEYS / ACCESS CARDS

COMPANY shall have full responsibility for protection of all keys / access cards furnished to COMPANY or COMPANY'S employees. COMPANY shall also be responsible for ensuring that UMC'S facilities are properly secured upon completion of performance of service, if such action is directed by UMC'S representative. COMPANY shall be required to sign UMC'S form before the key(s) / access card (s) are issued and upon completion of CONTRACT or at UMC'S request shall surrender key(s)/ access card(s) and obtain documentation of compliance. Should COMPANY fail to surrender all keys / access cards upon completion or termination of CONTRACT, COMPANY shall be responsible for all costs associated with replacing these items. SUCCESSFUL PROPOSER is not permitted to make copies of the main key; however, COMPANY is permitted to make copies of the key needed to access the main key.

V. DAMAGE TO UMC PROPERTY OPTIONAL

COMPANY shall perform all work in such manner that does not damage UMC property. In the event damage occurs to UMC property or adjacent property by reason of services performed under CONTRACT, COMPANY shall replace or repair the same at no cost to UMC. If damage caused by COMPANY has to be repaired or replaced by UMC, the cost of such work shall be deducted from monies due COMPANY.

W. PERFORMANCE STANDARDS

If any services performed by COMPANY or its employees are deemed not in conformity with the specifications and requirements of this CONTRACT, UMC shall have the right to require COMPANY to perform the services again in conformity with said specifications and requirements at no additional cost to UMC.

X. BUILDING SECURITY

COMPANY shall be responsible for securing all buildings, offices, and facilities at the time of their service. Failure to comply shall make COMPANY responsible for all losses of UMC property.

Y. ENFORCEMENT OF "LOCK-DOOR" POLICY

All locked doors are to remain locked at all times. COMPANY'S employees are not allowed to open any doors for anyone.

Z. CORRECT USE OF ALARM SYSTEM

If alarm codes are furnished to COMPANY, UMC will give instructions to COMPANY as to the proper use and procedures of the alarm system at the time codes are provided. After that time, COMPANY shall be responsible for the proper utilization of the alarm system during the time it is performing any after-hours services. In the event the alarm is activated through the negligence of COMPANY, any charges billed to UMC for the false alarm shall be charged back to COMPANY in the form of a credit against their monthly invoice.

AA. PROTECTION OF KEYS AND ALARM CODES

One set of keys will be provided to COMPANY by UMC. COMPANY shall be fully responsible for the protection of keys and alarm codes. If services at the site are performed after hours, COMPANY shall be responsible for properly locking the building and to properly set the alarm system.

UMC must be notified immediately upon termination for any reason of an employee performing work under contract. Should the set of keys allotted to COMPANY become lost or stolen, or otherwise compromised, COMPANY shall notify UMC immediately. UMC reserves the right to have the corresponding locks re-keyed and the alarm codes changed at COMPANY'S expense.

BB. COMPANY QUALITY CONTROL PROGRAM

COMPANY shall establish a complete Quality Control Program (QCP) to ensure the requirements of the contract are provided as specified. COMPANY shall provide a copy of its QCP to UMC at contract kick-off meeting. The QCP shall be a system for identifying and correcting deficiencies in the quality of service, before the level of performance becomes unacceptable to UMC and/or UMC points out the deficiencies. The program shall include, but not be limited to, the following:

- III. An inspection system which is tailored to the specific facility being serviced and which covers all services stated in the contract. Include the name of each management individual who will perform the inspections. It is not permissible for the person who performs the work to inspect and accept that work. COMPANY and its employees, who will complete inspections, shall be identified by title and type of inspection each is authorized to perform; and
- IV. A local file of all inspections conducted by COMPANY and the corrective action taken. This documentation shall be made available to UMC monthly during the terms of contract. UMC may compare inspections performed by COMPANY'S inspectors against actual conditions which exist at that point in time; and

Failure by COMPANY to submit and implement the approved plan and pursue it diligently from the commencement of contract may result in termination of the contract.

CC. INSPECTION OF EQUIPMENT USED

All equipment and supplies used to perform the required services shall be subject to inspection and test prior to and during the performance of the contract by UMC to ensure the use of equipment that meets the "standards of the industry," both in safety and suitability as generally recognized and in conformity to established practice in the area of the specific services being performed. Use of unsatisfactory equipment will be considered unsatisfactory performance and may be grounds for contract termination.

DD. DISPUTES

Any dispute relating to CONTRACT after award shall be resolved through good faith efforts upon the part of COMPANY and UMC. At all times, COMPANYR shall carry on the work and maintain his progress schedule in accordance with the requirements of contract and the determination of UMC, pending resolution of any dispute.

EE. CONTRACT PERFORMANCE CUSTOMER SURVEY

Periodically during the life of the contract, UMC may administer a Contract Performance Customer Survey Questionnaire to be completed by both the end-using department(s) and COMPANY. This survey serves as a vehicle for UMC to identify successes or challenges encountered in the contract management process. Participation in this process shall be considered as part of COMPANY'S performance.

FF. AIR POLLUTION

COMPANY shall so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all federal, state and local air and water pollution requirements including, but not limited to: Nevada Revised Statute 445: Air Quality Regulation; registering with the Clark County Health Department, Air Pollution Board any equipment requiring operating permits by said Board; and adhering to all Clark County Air Pollution Board Regulations.

GG. PROGRESSIVE PLAN FOR DEALING WITH POOR PERFORMANCE RELATED TO JANITORIAL/HOUSEKEEPING EFFORTS

- VI. UMC Representative will contact COMPANY either verbally or in writing to describe any deficiencies.
- VII. If unresolved or if additional related deficiencies occur, UMC Contracts Management Representative will contact COMPANY in writing describing deficiencies and schedule a meeting.
- VIII. If unresolved or if additional related deficiencies occur, UMC Contracts Management Representative will issue a written notice of deficiencies allowing seven (7) calendar days for COMPANY to provide a written plan to cure or remedy the situation.
- IX. If unresolved and/or if additional related deficiencies occur, UMC Contracts Management Representative will formally terminate the contract.
- X. If COMPANY is terminated for cause, COMPANY will be disqualified from bidding or quoting on any UMC janitorial and/or housekeeping business for a period of twelve (12) months from the date of termination. This disqualification will result in COMPANY being declared non-responsible on bidding or quoting efforts submitted during the twelve (12) month timeframe. Separate bids or purchase orders related to janitorial or housekeeping in place at the time of termination shall continue but no extensions or option years will be exercised on those efforts.

HH. TERM AND TERMINATION:

The initial Agreement term will be for three (3) years with two (2) one-year renewal periods to be exercised at UMC's discretion. Either party may terminate this Agreement with a 30-day written notice to the other.

II. AGREEMENT EXTENSION:

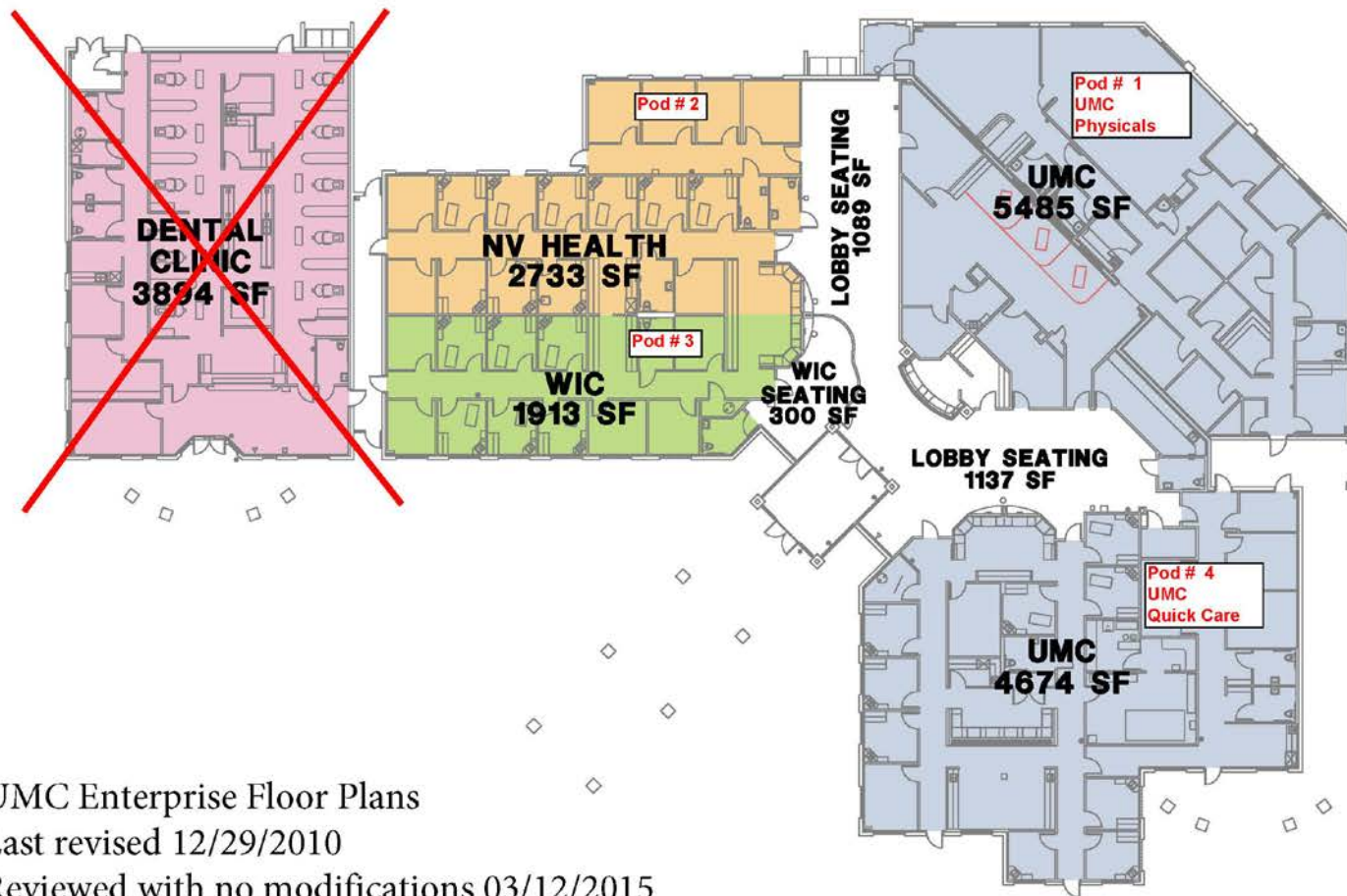
UMC reserves the option to temporarily extend the Agreement for up to six (6) months from its expiration date for any reason. The current Agreement pricing shall remain in effect through the Agreement extension period.

JJ. OWNERSHIP OF RECORDS:

All computer programs and data made available by UMC to COMPANY hereunder shall remain the property of OWNER.

KK. GOVERNING LAW:

Nevada law shall govern the interpretation and enforcement of this Agreement. Venue shall be any appropriate State or Federal court in Clark County, Nevada.



UMC Enterprise Floor Plans
 Last revised 12/29/2010
 Reviewed with no modifications 03/12/2015

Building: ENTERPRISE MEDICAL CENTER
 1700 WHEELER PEAK DR., LAS VEGAS 89106

Title: AREA CALCULATIONS

Scale: NOT TO SCALE



Sheet: **1**

Date: 12/13/10

**EXHIBIT A-1
DETAILED REQUIREMENTS; MONTHLY INSPECTION LIST**

Name of Firm

INTENT:

It is the intent of these specifications to provide the minimum requirements for COMPANY that will conform to the specifications, and be suitable for continuous use by UMC. This form will also be used during monthly inspections.

PROPOSERS MUST RETURN THE ORIGINAL OR A PHOTOCOPY OF THIS FORM. INITIAL EACH ENTRY FOR EACH SPECIFICATION IN THE SPACE PROVIDED OPPOSITE THE SPECIFICATION. INDICATE ANY VARIANCE(S) IN THE SPECIFICATION BY WRITING THE VARIANCE WHERE YOU WOULD NORMALLY INITIAL. IF THERE IS NOT ENOUGH SPACE TO WRITE OUT THE ENTIRE VARIANCE, ATTACH AN ADDITIONAL SHEET OF PAPER.

ITEM NO.	SERVICE AREA	FREQUENCY OF SERVICE	SERVICE DESCRIPTION
1.0	OFFICES	DAILY	
1.1			Empty, clean, and damp dust all waste receptacles and remove waste paper and rubbish from premises to designated areas. Wash as necessary. Place plastic liners in receptacles (Recycle Bins are the responsibility of the individual Pod/Tenant and not the Successful Bidder)
1.2			Empty and damp wipe all ashtrays
1.3			Vacuum carpet areas in leased premises, including lobbies, corridors, and under furniture. Clean and vacuum top of chair mats. Spot clean spills and smudges
1.4			Hand dust and wipe clean with damp or treated cloth, office desktops and exposed furniture surface area
1.5			Clean and sanitize telephones as needed
1.6			Damp wipe and polish all glass furniture tops, glass entry doors, glass side panels, mirrors, bright work, enameled surfaces, and interior glass partitions
1.7			Dust chair rails and trim surfaces
1.8			Remove fingerprints and smudges from all vertical surfaces, including doors, door frames, hardware, metals, on and around light switches, private entrance glass partitions, and picture and wall decorations within reach
1.9			Sweep or vacuum private stairways
1.10			Clean and disinfect all basins, bowels, lavatories, and sinks
1.11			Damp mop and disinfect all coffee bars, waiting rooms, labs, exam rooms, restrooms, and treatment room floors
1.12			Clean and disinfect cafeteria areas, exterior appliances, and exterior cabinet surfaces
1.13			Straighten magazines and furniture in waiting rooms and front office areas

1.14			Place all furniture in standard pattern for respective rooms/areas
1.15			Wipe clean and sanitize as needed
1.16			Spot clean carpet
1.17			Lock all entrance doors and any interior doors requested by Tenant or Building Manager. All other interior doors to open unless otherwise instructed
1.18			Turn off all lights after cleaning areas
2.0	OFFICES	MONTHLY	
2.1			Edge Vacuum
2.2			Damp dust cove base
2.3			Dust, damp wipe, or polish clothing closets, shelving, and coat racks
2.4			Vacuum upholstered surfaces
2.5			Hand dust and wipe clean with damp or treated cloth office furniture, files, fixtures, paneling, window sills, and all other horizontal surfaces
3.0	OFFICES	QUARTERLY	
3.1			Dust and vacuum light fixtures and ventilation
3.2			Dust vertical and horizontal window blinds
3.3			Dust window sills and window frames
3.4			Perform high dusting of picture and wall decorations, doors, door frames, walls, partitions, and others not reached in nightly cleaning
3.5			Dust exposed overhead pipes and sprinklers
4.0	OFFICES	BI-ANNUALLY	
4.1			Shampoo all office carpets
5.0	RESTROOMS	DAILY	
5.1			Disinfect, mop, rinse, and dry tile floor
5.2			Clean all mirrors, bright work, faucet handles, and enameled surfaces. Remove all evidence of water hardness

5.3			Wash and disinfect all basins, urinals, and toilet bowls, removing all stains. Clean undersides of urinal and bowl rims
5.4			Wash and disinfect both sides of toilet seats
5.5			Damp wipe, wash, and disinfect as necessary all partitions, tile walls, and outside surfaces of all toilet tissue, hand soap, and towel dispensers and receptacles
5.6			Empty and sanitize all receptacles and sanitary napkin dispensers
5.7			Empty waste receptacles, spray and damp wipe with disinfectant. Remove waste paper and refuse to designated areas and replace plastic liners
5.8			Clean flush meters, piping, toilet seat hinges, and other metal
5.9			Refill toilet tissue, hand soap, towels, and sanitary napkin dispensers
5.10			Clean, disinfect, and fill floor drains with water
6.0	RESTROOMS	MONTHLY	
6.1			Dust and vacuum light fixtures and ventilation registers
6.2			Machine scrub flooring, using a germicidal solution
6.3			Perform high dusting of walls, doors, partitions, and others not reached in nightly cleaning
6.4			Wash down and disinfect all partitions, tile walls, metal ceilings, and enamel surfaces.
7.0	RESTROOMS	QUARTERLY	
7.1			Wash lighting fixtures, lenses, and lamps
Note: Disinfectants are to be odorless. All solvents used will not cause harm to chrome finishes.			
8.0	PUBLIC AREAS	DAILY	
8.1			Wash and sanitize all water fountains. Wash metal housing as needed
8.2 8.2.1 8.2.2			Carpeted area, rugs, or door mats a. Vacuum b. Spot clean spillage
8.3 8.3.1 8.3.2 8.3.3			Marble, slate, ceramic tile, terrazzo, brick, or stone a. Remove scuff marks and chewing gum b. Dust with specially treated dust mops c. Damp mop and dress
8.4 8.4.1 8.4.2			Vinyl tile, or other composition floors and bases a. Dust with specialty treated dust mops b. Damp mop
8.5 8.5.1			Ash Urns a. Empty, wash, clean, and polish. Where sand urns are used, empty all debris, smooth sand, or replace as needed

8.6 8.6.1 8.6.2			Glass (including mullions) a. Clean glass entrance doors nightly b. Clean glass partitions, glass walls, mirrors, bright work, enameled surfaces, and glass furniture
8.7 8.7.1 8.7.2 8.7.3 8.7.4 8.7.5 8.7.6 8.7.7			Plaza, Entrances, Lobbies, and Outside Areas a. Wipe clean and sanitize seating areas. b. Sweep and/or vacuum entrance mats and carpet runners. Wash all rubber mats. c. Remove fingerprints and smudges from directory boards, lobby, and corridor signage. d. Clean and polish telephone booths, mail chutes, and mail depositories. e. Clean and polish ornamental metal doors. f. Maintain building lobby corridors and other public areas in a clean condition. e. Pick up trash, debris, etc. and maintain outside walkways, parking lots and surrounding areas.
8.8 8.8.1 8.8.2			Maintenance Areas a. Wash and dress floor surfaces. b. Report any faucet leaks, drains clogs, etc. to Building Manager
9.0	PUBLIC AREAS	WEEKLY	
9.1			Wash and dress marble, slate, ceramic tile, terrazzo, brick, or stone floor surfaces
9.2			Wash and clean vinyl tile, or other composition floor and bases surfaces thoroughly
9.3			Clean and polish directory boards, lobby, and corridor signage
9.4			Clean fire extinguishers and/or fire hose cabinet
9.5			Sweep stairways and landings as needed
10.0	PUBLIC AREAS	MONTHLY	
10.1 10.1.1 10.1.2			Marble, slate, ceramic tile, terrazzo, brick, or stone a. Thoroughly clean and buff floor surfaces b. Polish, restore, and maintain high gloss shine
10.2 10.2.1 10.2.2			Vinyl tile, or other composition floors and bases a. Buff, restore, and maintain high gloss shine b. Strip floor surfaces, seal, and refinish as needed
10.4 10.4.1 10.4.2 10.4.3			Common Hallways/Corridors a. Wipe doors I public corridors b. Perform high dusting (doors, air vents, ledges, partition tape, high window sills, etc c. Edge vacuum
10.5 10.5.1 10.5.2			Walls a. Dust b. Spot Wash
10.6			Doors-Damp dust and/or wash
10.7 10.7.1 10.7.2			Plaza, Entrances, and Lobbies a. Vacuum upholstered surfaces b. Polish tenant plaques and directory boards.
11.0	PUBLIC AREAS	QUARTERLY	
11.1 11.1.1 11.1.2			Marble, slate, Ceramic tile, terrazzo, brick, or stone a. Scrub, seal, and refinish floor surfaces b. Polish, restore, and maintain high gloss shine

11.2			Vinyl tile, or other composition floors and bases
11.2.1			a. Buff, restore, and maintain high gloss shine
11.2.2			b. Strip floor surfaces, seal, and refinish as needed
11.3			Dust and vacuum light fixtures and ventilation registers
11.4			Dust vertical and horizontal window blinds
11.5			Dust window sills and window frames
11.6			Perform high dusting of picture and wall decorations, doors, door frames
11.7			Dust exposed overhead pipes and sprinklers
11.8			Shampoo carpets
12.0	ALL AREAS	YEARLY	
12.1			Ceiling, wash lighting fixtures, lenses and lamps

EXHIBIT A-2
RFP 2018-03 ENTERPRISE JANITORIAL SERVICES
PRICE SHEET

All pricing is in accordance with the conditions and specifications in the Agreement.

DESCRIPTION (Pod Breakdown Cost)	RATE Per Square Foot		TOTAL Square Feet		Per Month	MONTHLY Total Cost		Per Year	ANNUAL Total Cost
Pod 1 UMC Physicals	\$	X	6,116.50	X	1	\$	X	12	\$
Pod 2 Nevada Health Center	\$	X	3,364.50	X	1	\$	X	12	\$
Pod 3 Nevada Health Centers WIC	\$	X	2,544.50	X	1	\$	X	12	\$
Pod 4 UMC Quick Care	\$	X	5,305.50	X	1	\$	X	12	\$
						COMBINED MONTHLY Total Cost (Pod 1 + Pod 2 + Pod 3 + Pod 4)			\$
						COMBINED ANNUAL Total Cost (Pod 1 + Pod 2 + Pod 3 + Pod 4)			\$

EXHIBIT B
RFP 2018-03 ENTERPRISE JANITORIAL SERVICES
INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE AGREEMENT DOCUMENT, COMPANY SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO ITS INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time**: COMPANY shall provide HOSPITAL with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Agreement within **ten (10) business days** after the award by HOSPITAL. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Agreement and any renewal periods.
- B. **Best Key Rating**: HOSPITAL requires insurance carriers to maintain during the Agreement term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **HOSPITAL Coverage**: HOSPITAL, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. COMPANY's insurance shall be primary as respects the HOSPITAL, its officers and employees.
- D. **Endorsement/Cancellation**: COMPANY's general liability and automobile liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL and must note that HOSPITAL will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives HOSPITAL automatic additional insured status must be attached to any certificate of insurance.
- E. **Deductibles**: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
- F. **Aggregate Limits**: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement.
- H. **Automobile Liability**: Subject to Paragraph 6 of this Exhibit, COMPANY shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by COMPANY and **any auto** used for the performance of services under this Agreement.
- I. **Professional Liability**: COMPANY shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of two (2) years beyond the completion or termination of this Agreement. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of HOSPITAL.
- J. **Homeowner's**: COMPANY shall obtain and maintain homeowner's insurance which includes personal liability of no less than \$300,000 per occurrence.
- K. **Workers' Compensation**: COMPANY shall obtain and maintain for the duration of this Agreement, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, **inclusive, provided, however, a COMPANY that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that COMPANY has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.**
- L. **Failure To Maintain Coverage**: If COMPANY fails to maintain any of the insurance coverage required herein, HOSPITAL may withhold payment, order COMPANY to stop work, declare COMPANY in breach, suspend or terminate the Agreement, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due COMPANY under this Agreement.
- M. **Additional Insurance**: COMPANY is encouraged to purchase any such additional insurance as it deems necessary.
- N. **Damages**: COMPANY is required to remedy all injuries to persons and damage or loss to any property of HOSPITAL,

caused in whole or in part by COMPANY, its subcontractors or anyone employed, directed or supervised by COMPANY.

- O. **Cost:** COMPANY shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
- P. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to University Medical Center, Attention: Contracts Management. See the Submittal Requirements Clause in the RFP package or Agreement for the appropriate mailing address.
- Q. **Insurance Form Instructions:** The following information must be filled in by COMPANY's Insurance Company representative:
- 1) Insurance Broker's name, complete address, phone and fax numbers.
 - 2) COMPANY's name, complete address, phone and fax numbers.
 - 3) Insurance Company's Best Key Rating
 - 4) Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Damage to Rented Premises (\$50,000)
 - (F) Medical Expenses (\$5,000)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products - Completed Operations Aggregate (\$2,000,000)
 - 5) Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
 - 6) Worker's Compensation
 - 7) Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - (Q) Aggregate (\$1,000,000)
 - 8) Homeowner's Liability (Per Occurrence)
 - (R) Policy Number
 - (S) Policy Effective Date
 - (T) Policy Expiration Date
 - (U) Aggregate (\$1,000,000)
 - 9) Description: RFP 2018-03, Enterprise Janitorial Services (must be identified on the initial insurance form and each renewal form).
 - 10) Certificate Holder:
University Medical Center of Southern Nevada
c/o Contracts Management
1800 W. Charleston Blvd.
Las Vegas, Nevada 89102
 - 11) Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
1. INSURANCE BROKER'S NAME		PHONE (A/C No. Ext):	BROKER'S PHONE NUMBER
ADDRESS		FAX (A/C No.):	BROKER'S FAX NUMBER
		E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED		3.	
2. //TYPE//S NAME		INSURER A:	
ADDRESS		INSURER B:	
PHONE & FAX NUMBERS		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
		RATING	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS		
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE	\$(D) 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$(E) 50,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.						MED EXP (Any one person)	\$(F) 5,000	
							PERSONAL & ADV INJURY	\$(G) 1,000,000	
							GENERAL AGGREGATE	\$(H) 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$(I) 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DEDUCTIBLE MAXIMUM	\$ 25,000	
5.	AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident)	\$(M) 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS							\$	
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM	\$ 25,000	
	6.						WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	N/A	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below		E.L. EACH ACCIDENT	\$						
		E.L. DISEASE - E.A. EMPLOYEE	\$						
		E.L. DISEASE - POLICY LIMIT	\$						
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	\$(Q) 1,000,000	
8.	HOMEOWNER'S LIABILITY			(R)	(S)	(T)	LIMIT (PER OCCURRENCE)	\$(U) 300,000	

DESCRIPTION OF OPERATIONS / LOCATIONS I VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

9. RFP 2018-03, Enterprise Janitorial Services

10. CERTIFICATE HOLDER**CANCELLATION**

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA C/O CONTRACTS MANAGEMENT 1800 W. CHARLESTON BLVD. LAS VEGAS, NV 89102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	11. AUTHORIZED REPRESENTATIVE

POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME: RFP 2018-03, Enterprise Janitorial Services

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
C/O CONTRACTS MANAGEMENT
1800 W. CHARLESTON BLVD.
LAS VEGAS, NV 89102

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT B-1 (OPTIONAL)

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly sworn,
(Name of Sole Proprietor) (Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Agreement, identified as RFP 2018-03, ENTERPRISE JANITORIAL SERVICES;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release University Medical Center of Southern Nevada from all liability associated with claims made against me and my Company, in the performance of this Agreement, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
County of Clark)ss.

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____,

by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

**EXHIBIT C
SUBCONTRACTOR INFORMATION**

DEFINITIONS

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

Subcontractor Name: _____

Contact Person: _____ Telephone Number: _____

Description of Work: _____

Estimated Percentage of Total Dollars: _____

Business Type: ____ MBE ____ WBE ____ PBE ____ SBE ____ NBE

Subcontractor Name: _____

Contact Person: _____ Telephone Number: _____

Description of Work: _____

Estimated Percentage of Total Dollars: _____

Business Type: ____ MBE ____ WBE ____ PBE ____ SBE ____ NBE

☐

No MBE, WBE, PBE, SBE, or NBE subcontractors will be used.

EXHIBIT D
INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the University Medical Center of Southern Nevada Governing Board ("GB") in determining whether members of the GB should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and University Medical Center of Southern Nevada. Failure to submit the requested information may result in a refusal by the GB to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB) . This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a University Medical Center of Southern Nevada employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a University Medical Center of Southern Nevada employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:			Website:			
City, State and Zip Code:			POC Name:			
			Email:			
Telephone No:			Fax No:			
Nevada Local Street Address:			Website:			
(If different from above)						
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name:			
			Email:			

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes ☐ No

1. Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☐ No (If yes, please note that University Medical Center of Southern Nevada employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?
☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature	Print Name
Title	Date

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL	UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* UMC employee means an employee of University Medical Center of Southern Nevada

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For UMC Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the UMC employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the UMC employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

EXHIBIT E
INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF RELATIONSHIP
(Suppliers)

Purpose of the Form

The purpose of the Disclosure of Relationship Form is to gather information pertaining to the business entity for use by the University Medical Center of Southern Nevada Governing Board and Hospital Administration in determining whether a conflict of interest exists prior to awarding a contract.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and UMC. Failure to submit the requested information may result in a refusal by the UMC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Relationship form must be completed. If not applicable, write in N/A.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the “Doing Business As” (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Definition

An actual or potential conflict of interest is present when an actual or potential conflict exists between an individual's duty to act in the best interests of UMC and the patients we serve and his or her desire to act in a way that will benefit only him or herself or another third party. Although it is impossible to list every circumstance giving rise to a conflict of interest, the following will serve as a guide to the types of activities that might cause conflict of interest and to which this policy applies.

Key Definitions

“Material financial interest” means

- An employment, consulting, royalty, licensing, equipment or space lease, services arrangement or other financial relationship
- An ownership interest
- An interest that contributes more than 5% to a member's annual income or the annual income of a family member
- A position as a director, trustee, managing partner, officer or key employee, whether paid or unpaid

“Family member” means a spouse or domestic partner, children and their spouses, grandchildren and their spouses, parents and their spouses, grandparents and their spouses, brothers and sisters and their spouses, nieces and nephews and their spouses, parents-in-law and their spouses. Children include natural and adopted children. Spouses include domestic partners.

“Personal interests” mean those interests that arise out of a member's personal activities or the activities of a family member.

DISCLOSURE OF RELATIONSHIP (Suppliers)

Corporate/Business Entity Name:	
(Include d.b.a., if applicable)	
Street Address:	
City, State and Zip Code:	
Telephone No:	
Point of Contact Name:	
Email:	

1. **COMPENSATION ARRANGEMENTS** - Does a UMC employee or physician who is a member of UMC's medical staff (or does a family member of either group) have an employment, consulting or other financial arrangement (including, without limitation, an office or space lease, royalty or licensing agreement, or sponsored research agreement) with the company?

☐ Yes ☐ No (If yes, complete following.)

Name of Person (self or family member)	Name of Company	Describe the Compensation Arrangement	Dollar Value of Compensation
1.			
2.			
3.			

(Use additional sheets as necessary)

2. **BUSINESS POSITIONS** - Is a UMC employee or physician who is a member of UMC's medical staff (or does a family member of either group) an officer, director, trustee, managing partner, officer or key employee of the company?

☐ Yes ☐ No (If yes, complete following.)

Name of Person (self or family member)	Name of Company	Business Position or Title	Dollar Value of Compensation (include meeting stipends and travel reimbursement)
1.			
2.			
3.			

(Use additional sheets as necessary)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate.

Signature

Print Name

Title

Date

For UMC Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the UMC employee or physician who is a member of UMC's medical staff (or a family member of either group) noted above involved in the contracting/selection process?

☐ Yes ☐ No Is the UMC employee or physician who is a member of UMC's medical staff (or a family member of either group) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name, Authorized Department Representative

EXHIBIT F
BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the ____ of _____, 201__, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and _____, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, as well as the Genetic Information Nondiscrimination Act of 2008 ("GINA," Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Rules (the agreement evidencing such arrangement is entitled "Underlying Agreement"); and

WHEREAS, Business Associate will have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, compliance with the HIPAA Rules, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

I. DEFINITIONS

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

"Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

II. ACKNOWLEDGMENTS

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.
- (b) Business Associate agrees to use or disclose Protected Health Information solely:
 - (i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or
 - (ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).
- (c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).
- (d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:
 - (i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or
 - (ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees:
 - (i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.
 - (ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.

- (iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.
- (b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:
 - (i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and
 - (ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and
 - (iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and
 - (iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

- (a) Business Associate agrees:
 - (i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provided by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.
 - (ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

- (a) At the Covered Entity's Request, Business Associate agrees:
 - (i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.
 - (ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.
 - (iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.
 - (iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material

term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Mason VanHouweling

Printed Name

Printed Name

Chief Executive Officer

Title

Title

Address

City/State/Zip